



MEETING: **CITY COUNCIL WORK SESSION**
DATE AND TIME: **Tuesday February 20, 2018 at 5:30PM**
Location: **Bella Vista District Court**
612 Lancashire Blvd., Bella Vista, Arkansas

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ATTENDANCE:** Mayor Peter Christie, Council Members Linda Lloyd, John Flynn, James Wozniak, Frank Anderson, Doug Fowler, and Brian Bahr.
- III. **BUSINESS:**
- IV. **REPORTS TO COUNCIL:**
 - 1-State of the City Report, Mayor Christie
 - 2-Presentation by Raymond James; Bonds 101
 - 3-Financial Update for City
 - 4-Request by Animal Shelter for additional funding for 2018
 - A. **ORDINANCE 2018-** ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC ON PARCEL 18-08047-00, AND FOR OTHER PURPOSES.
 - B. **ORDINANCE 2018-**ENABLING LOCAL ZONING REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION FACILITIES, AND FOR OTHER PURPOSES.
 - C. **R2018-RESOLUTION-** AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PRIORITY DISPATCH OF SALT LAKE CITY, UTAH IN AN AMOUNT NOT TO EXCEED \$52,000.00 FOR THE PURCHASE OF EMERGENCY MEDICAL DISPATCH PRE-ARRIVAL SOFTWARE FOR USE BY CITY POLICE AND FIRE DISPATCH.
 - D. **R2018-RESOLUTION-** AWARDING RFP AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH REVIZE LLC, AKA REVIZE SOFTWARE SYSTEMS OF TROY, MICHIGAN IN THE AMOUNT OF \$33,800.00 FOR CITY WEBSITE

REDESIGN AND HOSTING SERVICES.

- E. R2018-RESOLUTION-** ACCEPTING THE FINANCIAL AUDIT REPORT PRESENTED BY THE ARKANSAS DIVISION OF LEGISLATIVE AUDIT FOR THE YEAR ENDING DECEMBER 31, 2016.
- F. R2018-RESOLUTION-** SETTING VENDOR FEES FOR ACCESS TO THE BELLA VISTA FARMER'S MARKET FOR 2018.
- G. R2018-RESOLUTION-** APPROVING A REVISED PROPERTY & EVIDENCE MANAGEMENT POLICY, APPROVING A REVISED CHAIN OF COMMAND STRUCTURE, AND APPROVING A STATEMENT OF CORE VALUES FOR THE POLICE DEPARTMENT.
- H. R2018-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WESTNET INC., PURSUANT TO AN HGAC COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE AND INSTALLATION OF PHASE 2 OF FIRE STATION ALERTING EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$106,000.00.
- I. R2018-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BRAUN INDUSTRIES, INC., PURSUANT TO AN HGAC COOPERATIVE PURCHASING AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$145,000.00, FOR THE PURCHASE OF A NEW 2018 FORD F550 CHASSIS AND REMOUNT FOR AN EXISTING 2009 BRAUN CHIEF XL TYPE I AMUBLANCE FOR USE BY THE FIRE DEPARTMENT, AND FOR OTHER PURPOSES.

ADJOURNMENT

*** Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk at 479-876-1255.

**MAYOR'S ANNUAL REPORT TO THE BELLA VISTA CITY COUNCIL
FOR THE YEAR 2017**

AS REQUIRED BY STATE STATUTE 14-58-302

February 26, 2018

We ended 2017 in a very healthy financial position. Our cash and investments had a closing balance of \$7.5M, which is \$957K higher than year end 2016 and \$1.4M higher than our projected beginning balance cited in our 2018 budget. Our combined funds (General Funds and Street Funds) revenue for 2017 was \$809K greater than our budget of \$15.9M. Our combined funds expenses were \$840K lower than our projected 2017 budget of \$17M. As a result our year end net actual contribution to reserve was \$566K, rather than the budgeted draw on reserve of \$1.1M. Our sales tax revenue (city and our 11.98% share of county) was \$714K greater than the previous year (2016)! I extend our thanks to our residents and visitors who continue to invest in our community and shop locally!!

Of the 16 projects cited in my report of last year, 15 have been completed or are in progress. The one outstanding item is legislation to ensure rental homes are safe and clean for our residents. We continue to work on this project and hope to finalize this year.

Much more has been accomplished. Our ISO rating for the Fire Department has been upgraded from 6 to 4 for most of the city. A two point jump is very unusual and strengthens our resolve to attain an eventual rating of 3. Our new housing permits for 2017 totaled 198 versus 98 in 2016 and 68 in 2015. That is phenomenal growth for a mature community!! We hired a consulting company, Gould Evans, to help us design a Comprehensive Land Use Plan out to the year 2040. The city was audited by the Arkansas Department of Environmental Quality and there were no adverse findings. Indeed they extended kudos to our Streets Dept. The first "Back 40 Fall For All" was hosted at our newest trail head, the Bella Vista Community Church. We hope this will be an annual event. The usage of the Back 40 Trails continues to grow beyond our initial estimates. In 2017 we added water fountains at three of the trail heads and hosted monthly informational guided hikes which were very well attended. The city funded a left turn lane at Mercy Way for traffic on north bound U.S. 71. There are more than 1,000 small lots platted in 1928 in Old Bella Vista that are not large enough to accommodate the size of home that is typically built in Bella Vista. As a result we created a new zoning code to accommodate tiny homes and assigned this new zoning to these smaller lots.

Exciting times are ahead for Bella Vista in 2018. Some goals are as follows and some have already been completed.

- Build a sand/salt facility on the east side across from Blue Mountain storage which will enable faster response to weather events.
- Re-surface another 40 miles of road.
- Relocate the Farmers Market to Sugar Creek Shopping Center.
- Continue to seek partners for more commercial development, especially a hotel and more restaurants.

- Hire four new police officers and nine more firemen, install computers in at least 13 police cars and create a Training Officer position within the fire department.
- Continue to upgrade and modernize our IT network which includes consistent wireless in all city buildings.
- Update Library outdoor signage at the intersection of Dickens Way and Lancashire and upgrade their computer system.
- Replacing a very outdated fire truck mid-year that has been on loan from the County. This is our third new truck in the last three years!
- Completely revamp our city website.
- Decrease the number of court cases still within the Bentonville court jurisdiction.
- Partner with the University of Arkansas to host mandatory management training classes for all existing City managers as well as future management hires and promotions. We believe this is a first for any city in Northwest Arkansas!
- Develop a Five Year Financial Plan along with funding options.
- Complete the design and obligate federal construction funding for the Riordan Road trailhead project and begin construction of a High-intensity Activated crosswalk (HAWK) across Dartmoor Road near Cooper Elementary.

We continue to work closely with our colleagues in the Bella Vista Village Property Owners Association and Cooper Communities. Our joint projects in 2017 included new wayfinding signs, a hydrological study of Sugar Creek, trail maintenance and economic development collaboration. We also extend our thanks to the many volunteers in our community who tirelessly help at the Animal Shelter, trail maintenance, the Recycling Center, the Museum, through our churches, community groups and service clubs. Our community is strong. We stand firm in one spirit, striving side by side for goodness.

Truly, without question, BELLA VISTA is indeed *"A PLACE TO CALL HOME!"*



BELLA VISTA

A place to call home

Financial Reports for the one
and twelve-month period
ended December 31, 2017

Cash, Investments, and Security Deposits

Cash, Investments, and Security Deposits			
General, Street, and Payroll Funds			
As of 12/31/2017			
	December 31, 2017	December 31, 2016	Increase/ (Decrease)
ARVEST Investment	0.00	762,099.50	(762,099.50)
Bancorp Acuity FSA Reserve	2,499.18	0.00	2,499.18
Change Fund - Library	100.00	100.00	0.00
Crews&Assoc Amb Account	0.00	89,845.16	(89,845.16)
Crews&Assoc General	5,471,200.93	3,692,446.55	1,778,754.38
General Fund Checking	1,771,986.88	1,638,105.17	133,881.71
Payroll Account Checking	41,062.68	166,913.09	(125,850.41)
Payroll In-House Flex Reserve	10,000.00	10,000.00	0.00
Payroll Taben FLEX Reserve	0.00	2,500.00	(2,500.00)
Petty Cash - Admin	100.00	100.00	0.00
Petty Cash - Police	100.00	100.00	0.00
Petty Cash- Building	100.00	100.00	0.00
Street Fund Checking	221,605.33	203,137.35	18,467.98
Security Deposit-Court	4,150.00	0.00	4,150.00
	7,522,905.00	6,565,446.82	957,458.18

Monthly Fund Summary – General Fund

For the one and twelve months ended December 31, 2017

	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Revenue & Expenditures						
Revenues						
General Revenues Total	1,784,274.64	1,118,451.07	665,823.57	14,438,032.57	13,512,478.00	925,554.57
Expenditures						
Administration Dept Total	64,055.89	87,422.93	23,367.04	979,520.93	1,081,554.74	102,033.81
Human Resources Total	18,867.35	39,062.94	20,195.59	371,265.52	406,096.00	34,830.48
Legal Total	12,099.78	13,285.62	1,185.84	143,695.05	158,306.00	14,610.95
Information Technology Total	13,018.37	17,192.60	4,174.23	241,792.79	251,773.97	9,981.18
Community Development Total	191,227.18	228,834.07	37,606.89	1,440,801.43	1,693,001.87	252,200.44
District Court	10,989.46	27,403.67	16,414.21	132,968.80	164,422.00	31,453.20
Police Department Total	451,040.18	305,430.49	(145,609.69)	3,644,134.37	3,662,959.56	18,825.19
Fire & EMS Dept Total	587,505.57	317,039.67	(270,465.90)	4,898,499.05	4,884,004.75	(14,494.30)
Library Total	30,439.34	33,849.87	3,410.53	375,786.37	420,164.00	44,377.63
Capital Projects Total	1,270.42	35,093.55	33,823.13	246,491.34	311,695.00	65,203.66
Total Expenditures	1,380,513.54	1,104,615.41	(275,898.13)	12,474,955.65	13,033,977.89	559,022.24
Net Contribution to/(Use of) Reserve-General Fund	403,761.10	13,835.66		1,963,076.92	478,500.11	

Monthly Fund Summary – Street Fund

For the one and twelve months ended December 31, 2017

	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Revenues						
Street Dept Total	191,099.49	181,333.37	9,766.12	2,309,067.70	2,426,000.00	(116,932.30)
Expenditures						
Street Dept Total	236,764.11	186,991.76	(49,772.35)	3,706,457.15	3,988,304.47	281,847.32
Net Contribution to/(Use of) Reserve-Street Fund	(45,664.62)	(5,658.39)		(1,397,389.45)	(1,562,304.47)	

Monthly Fund Summary – General and Street Funds Combined

For the one and twelve months ended December 31, 2017

	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Revenues						
General Fund Total Revenues	1,784,274.64	1,118,451.07	665,823.57	14,438,032.57	13,512,478.00	925,554.57
Street Fund Total Revenues	191,099.49	181,333.37	9,766.12	2,309,067.70	2,426,000.00	(116,932.30)
Combined Funds Total Revenues	1,975,374.13	1,299,784.44	675,589.69	16,747,100.27	15,938,478.00	808,622.27
Expenditures						
General Fund Total Expenditures	1,380,513.54	1,104,615.41	(275,898.13)	12,474,955.65	13,033,977.89	559,022.24
Street Fund Total Expenditures	236,764.11	186,991.76	(49,772.35)	3,706,457.15	3,988,304.47	281,847.32
Combined Funds Total Expenditures	1,617,277.65	1,291,607.17	(325,670.48)	16,181,412.80	17,022,282.36	840,869.56
Net Contribution to/(Use of) Reserve	358,096.48	8,177.27	349,919.21	565,687.47	(1,083,804.36)	1,649,491.83

Detailed General Fund Revenues

For the one and twelve-month period ended December 31, 2017							
	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	
General Revenues							
Library Service Revenue	634.60	600.00	34.60	6,379.51	7,200.00	(820.49)	
Trails Maintenance and Improvement Revenues	7,000.00	0.00	7,000.00	7,000.00	0.00	7,000.00	
Ambulance/Fire Service Contract	5,850.00	0.00	5,850.00	22,850.00	0.00	22,850.00	
Ambulance Service Revenue	202,189.71	80,666.63	121,523.08	841,433.14	968,000.00	(126,566.86)	
Sales Tax	950,204.23	597,166.63	353,037.60	7,778,347.63	7,166,000.00	612,347.63	
Dog Licenses	530.00	791.63	(261.63)	12,090.00	9,500.00	2,590.00	
Donations	455.53	33.26	422.27	8,311.70	1,400.00	6,911.70	
Franchise Fees	218,509.48	148,333.37	70,176.11	1,786,047.17	1,780,000.00	6,047.17	
Bldg Inspection Fees	23,495.38	13,254.00	10,241.38	271,843.32	160,845.00	110,998.32	
Planning Permits & Fees	527.30	352.16	175.14	11,380.64	4,225.00	7,155.64	
Farmer's Market	0.00	0.00	0.00	0.00	2,000.00	(2,000.00)	
Grants	0.00	2,609.87	(2,609.87)	118,501.65	117,584.00	917.65	
Hazmat Revenue	0.00	522.63	(522.63)	6,271.52	6,272.00	(0.48)	
Interest Income	1,350.00	4,166.63	(2,816.63)	80,168.02	50,000.00	30,168.02	
Miscellaneous Income	4,751.60	2,124.89	2,626.71	57,340.52	25,500.00	31,840.52	
Property Tax Revenue	244,503.36	191,666.63	52,836.73	2,526,639.69	2,300,000.00	226,639.69	
Solid Waste Pickup Fees	82,510.37	27,921.00	54,589.37	336,163.02	335,052.00	1,111.02	
State Turnback Receipts	28,873.98	35,833.37	(6,959.39)	420,700.19	430,000.00	(9,299.81)	
Fines, Forfeitures, Penalties	12,775.59	12,375.00	400.59	143,934.54	148,500.00	(4,565.46)	
Lock Box Program	113.51	33.37	80.14	2,630.31	400.00	2,230.31	
Total Revenue	1,784,274.64	1,118,451.07	665,823.57	14,438,032.57	13,512,478.00	925,554.57	

Detailed General Fund Expenditures

For the one and twelve-month period ended December 31, 2017							
		Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Administration Dept							
Payroll & Allowance Exp		29,385.61	34,439.00	5,053.39	378,962.63	375,708.89	(3,253.74)
Benefits Expense		4,736.36	5,352.42	616.06	57,388.84	63,196.93	5,808.09
Contracts		8,970.67	18,598.28	9,627.61	157,024.37	223,724.04	66,699.67
Maintenance & Repair Expenses		345.75	286.48	(59.27)	5,066.22	5,899.96	833.74
Operations Expenses		11,707.51	23,131.76	11,424.25	330,171.67	351,018.92	20,847.25
Equip & Capital Expenditures		428.58	2,338.79	1,910.21	20,172.39	22,416.00	2,243.61
Supplies Expense		6,442.26	2,076.16	(4,366.10)	15,666.44	24,558.00	8,891.56
Utilities		2,039.15	1,200.04	(839.11)	15,068.37	15,032.00	(36.37)
Administration Dept Totals		64,055.89	87,422.93	23,367.04	979,520.93	1,081,554.74	102,033.81
Human Resources							
Payroll & Allowance Exp		10,753.68	12,780.92	2,027.24	148,910.31	153,371.00	4,460.69
Benefits Expense		1,884.12	22,811.58	20,927.46	165,743.98	196,162.00	30,418.02
Contracts		3,504.80	1,364.13	(2,140.67)	20,233.27	16,370.00	(3,863.27)
Operations Expenses		2,724.75	2,036.27	(688.48)	25,668.90	29,243.00	3,574.10
Equip & Capital Expenditures		0.00	36.67	36.67	209.90	400.00	190.10
Supplies Expense		0.00	33.37	33.37	10,499.16	10,550.00	50.84
Human Resources Totals		18,867.35	39,062.94	20,195.59	371,265.52	406,096.00	34,830.48

Detailed General Fund Expenditures, Continued

For the one and twelve-month period ended December 31, 2017						
	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Legal						
Payroll & Allowance Exp	9,999.10	10,912.13	913.03	122,664.28	128,700.12	6,035.84
Benefits Expense	1,329.02	1,753.82	424.80	15,481.75	19,955.88	4,474.13
Operations Expenses	771.66	603.67	(167.99)	5,428.78	9,450.00	4,021.22
Supplies Expense	0.00	16.00	16.00	120.24	200.00	79.76
Legal Totals	12,099.78	13,285.62	1,185.84	143,695.05	158,306.00	14,610.95
Information Technology						
Payroll & Allowance Exp	5,509.09	6,310.29	801.20	69,646.68	72,227.00	2,580.32
Benefits Expense	1,319.38	1,437.00	117.62	16,501.78	17,250.00	748.22
Contracts	0.00	4,500.73	4,500.73	27,163.69	52,151.97	24,988.28
Operations Expenses	133.98	173.85	39.87	2,362.40	3,145.00	782.60
Equip & Capital Expenditures	6,055.92	4,437.40	(1,618.52)	122,418.61	103,000.00	(19,418.61)
Supplies Expense	0.00	333.33	333.33	3,699.63	4,000.00	300.37
Information Technology Totals	13,018.37	17,192.60	4,174.23	241,792.79	251,773.97	9,981.18

Detailed General Fund Expenditures, Continued

For the one and twelve-month period ended December 31, 2017							
	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	
Community Development							
Payroll & Allowance Exp	37,871.35	44,130.92	6,259.57	512,150.66	530,057.00	17,906.34	
Benefits Expense	8,321.77	11,787.62	3,465.85	110,445.62	145,233.00	34,787.38	
Contracts	41,047.83	119,069.03	78,021.20	548,856.35	819,434.08	270,577.73	
Grant Revenue	0.00	0.00	0.00	(90,828.00)	(236,619.21)	(145,791.21)	
Grant Expense	96,439.84	41,716.97	(54,722.87)	121,475.00	156,524.00	35,049.00	
Maintenance & Repair Expenses	339.68	1,416.52	1,076.84	12,786.65	17,000.00	4,213.35	
Operations Expenses	4,435.45	7,333.07	2,897.62	106,002.00	118,040.00	12,038.00	
Equip & Capital Expenditures	0.00	562.50	562.50	92,442.75	108,750.00	16,307.25	
Supplies Expense	942.39	1,780.56	838.17	12,987.80	22,140.00	9,152.20	
Utilities	1,828.87	1,036.88	(791.99)	14,482.60	12,443.00	(2,039.60)	
Community Development Totals	191,227.18	228,834.07	37,606.89	1,440,801.43	1,693,001.87	252,200.44	
District Court							
Payroll & Allowance Exp	3,627.36	2,010.33	(1,617.03)	11,839.00	12,062.00	223.00	
Benefits Expense	335.48	1,012.83	677.35	670.96	6,077.00	5,406.04	
Contracts	376.70	163.50	(213.20)	974.96	981.00	6.04	
Maintenance & Repair Expenses	0.00	125.00	125.00	680.53	750.00	69.47	
Operations Expenses	0.00	6,474.67	6,474.67	34,786.39	38,848.00	4,061.61	
Equip & Capital Expenditures	4,536.95	16,359.50	11,822.55	76,664.42	98,157.00	21,492.58	
Supplies Expense	1,268.29	298.00	(970.29)	4,275.96	1,788.00	(2,487.96)	
Utilities	844.68	959.84	115.16	3,076.58	5,759.00	2,682.42	
	10,989.46	27,403.67	16,414.21	132,968.80	164,422.00	31,453.20	

Detailed General Fund Expenditures, Continued

For the one and twelve-month period ended December 31, 2017							
	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	
Police Department							
Payroll & Allowance Exp	243,763.21	190,292.00	(53,471.21)	2,305,860.52	2,286,467.00	(19,393.52)	
Benefits Expense	68,680.73	45,806.30	(22,874.43)	555,197.46	549,918.00	(5,279.46)	
Contracts	25,807.94	2,168.30	(23,639.64)	52,001.58	56,697.08	4,695.50	
Grant Expense	0.00	0.00	0.00	5,184.27	3,500.00	(1,684.27)	
Maintenance & Repair Expenses	18,418.74	5,898.72	(12,520.02)	54,270.44	71,294.05	17,023.61	
Operations Expenses	26,804.51	24,826.34	(1,978.17)	233,927.71	280,518.55	46,590.84	
Equip & Capital Expenditures	60,206.40	31,944.50	(28,261.90)	386,623.78	360,244.56	(26,379.22)	
Supplies Expense	3,283.66	1,560.33	(1,723.33)	18,677.56	18,720.32	42.76	
Utilities	4,074.99	2,934.00	(1,140.99)	32,391.05	35,600.00	3,208.95	
Police Department Totals	451,040.18	305,430.49	(145,609.69)	3,644,134.37	3,662,959.56	18,825.19	
Fire & EMS Dept							
Financing/Borrowing Expense	5,450.00	5,500.00	50.00	65,400.00	66,500.00	1,100.00	
Payroll & Allowance Exp	293,093.95	238,247.00	(54,846.95)	3,041,907.98	3,067,896.00	25,988.02	
Benefits Expense	127,536.43	28,780.36	(98,756.07)	956,351.33	863,914.00	(92,437.33)	
Contracts	2,912.37	1,740.00	(1,172.37)	14,372.86	26,607.00	12,234.14	
Grant Expense	4,713.35	0.00	(4,713.35)	31,792.84	32,618.00	825.16	
Maintenance & Repair Expenses	69,858.66	1,400.00	(68,458.66)	253,083.07	275,018.00	21,934.93	
Operations Expenses	11,348.14	4,924.00	(6,424.14)	182,055.87	173,327.00	(8,728.87)	
Equip & Capital Expenditures	60,396.87	24,841.81	(35,555.06)	184,448.17	221,335.75	36,887.58	
Supplies Expense	5,627.93	7,619.50	1,991.57	111,958.70	108,925.00	(3,033.70)	
Utilities	6,567.87	3,987.00	(2,580.87)	57,128.23	47,864.00	(9,264.23)	
Fire & EMS Dept Totals	587,505.57	317,039.67	(270,465.90)	4,898,499.05	4,884,004.75	(14,494.30)	

Detailed General Fund Expenditures, Continued

For the one and twelve-month period ended December 31, 2017							
		Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)
Library							
Payroll & Allowance Exp		16,827.11	18,523.00	1,695.89	206,044.98	222,270.00	16,225.02
Benefits Expense		1,856.24	3,178.83	1,322.59	19,809.32	38,023.00	18,213.68
Contracts		914.07	985.00	70.93	10,192.88	13,123.00	2,930.12
Maintenance & Repair Expenses		288.78	2,583.33	2,294.55	28,388.88	29,500.00	1,111.12
Operations Expenses		7,537.97	6,490.34	(1,047.63)	88,894.81	89,554.00	659.19
Equip & Capital Expenditures		0.00	394.48	394.48	3,720.18	7,150.00	3,429.82
Supplies Expense		362.34	462.00	99.66	4,193.30	5,500.00	1,306.70
Utilities		2,652.83	1,232.89	(1,419.94)	14,542.02	15,044.00	501.98
Library Totals		30,439.34	33,849.87	3,410.53	375,786.37	420,164.00	44,377.63
Capital Projects							
Contracts		1,270.42	35,093.55	33,823.13	246,491.34	311,695.00	65,203.66

Detailed Street Fund Revenues and Expenditures

For the one and twelve-month period ended December 31, 2017							
	Current Period Dec. 1, 2017 to Dec. 31, 2017 Actual	Current Period Dec. 1, 2017 to Dec. 31, 2017 Budget	Current Period Dec. 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Actual	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Budget	Year-to-Date Jan 1, 2017 to Dec. 31, 2017 Surplus/ (Deficit)	
Revenues							
County Road Turnback	46,511.53	36,583.37	9,928.16	481,802.42	439,000.00	42,802.42	
State Road Turnback	144,582.72	144,750.00	(167.28)	1,824,759.33	1,737,000.00	87,759.33	
Total Road Turnback Receipts	191,094.25	181,333.37	9,760.88	2,306,561.75	2,176,000.00	130,561.75	
Other Income							
Grant Revenue-State Aid to Cities	0.00	0.00	0.00	0.00	250,000.00	(250,000.00)	
Interest Income	5.24	0.00	5.24	31.01	0.00	31.01	
Miscellaneous Revenue	0.00	0.00	0.00	2,474.94	0.00	2,474.94	
Total Miscellaneous Revenue	5.24	0.00	5.24	2,505.95	250,000.00	(247,494.05)	
Total Revenue	191,099.49	181,333.37	9,766.12	2,309,067.70	2,426,000.00	(116,932.30)	
Expenses							
Financing/Borrowing	0.00	0.00	0.00	310,804.02	310,816.27	12.25	
Payroll & Allowance Exp	71,016.64	85,669.93	14,653.29	916,840.04	1,028,040.00	111,199.96	
Benefits Expense	16,688.64	16,000.33	(688.31)	229,959.09	231,198.00	1,238.91	
Contracts	7,498.87	15,571.92	8,073.05	1,321,093.62	1,457,250.20	136,156.58	
Maintenance and Repair Expenses	47,234.14	15,599.92	(31,634.22)	156,802.09	184,200.00	27,397.91	
Operations Expenses	50,482.09	25,723.38	(24,758.71)	294,042.44	289,175.00	(4,867.44)	
Equip & Capital Expenditures	1,430.13	2,738.89	1,308.76	170,361.40	179,000.00	8,638.60	
Supplies Expense	39,690.70	24,104.13	(15,586.57)	292,445.46	289,250.00	(3,195.46)	
Utilities	2,722.90	1,583.26	(1,139.64)	14,108.99	19,375.00	5,266.01	
Street Fund - Total Expenses	236,764.11	186,991.76	(49,772.35)	3,706,457.15	3,988,304.47	281,847.32	
Total Street Fund Contribution to/(Use of) Reserve	(45,664.62)	(5,658.39)		(1,397,389.45)	(1,562,304.47)		

PROPOSED AMENDMENT No. 5
ANIMAL SERVICES CONTRACT

The Animal Services Contract entered into December 22, 2014, for a period beginning January 1, 2015, by and between the Bella Vista Animal Shelter, Inc. ("Shelter") and the City of Bella Vista, Arkansas ("City"), as amended by Amendment No. 1 on April 27, 2015, and further amended by Amendment No. 2 on November 15, 2015, and further amended by Amendment No. 3 in calendar year 2017, and as further amended by Amendment No. 4 on December 19, 2017, for consideration herein stated and to foster continued cooperation between the parties concerning issues of mutual concern, is hereby amended, so that after amendment certain provision of the Contract shall provide as stated herein.

1. A new Paragraph 10 of the Contract, as amended, is hereby agreed to, which shall read as follows:
"10. During the term of this contract, the City, as further consideration will pay \$100.00 per puppy born at the Shelter and \$50.00 per kitten born at the Shelter.
2. All other terms and conditions of the Contract, as previously amended, remain in full force and effect.

This Amendment No. 5 to the Animal Services Contract is entered into by the undersigned on this ____ day of February, 2018

BELLA VISTA ANIMAL SHELTER, INC.

President

Executive Director

And

CITY OF BELLA VISTA, ARKANSAS

Mayor Peter Christie

Wayne Jertson, City Clerk

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: February 26, 2018

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting and Confirming Easements and Rights-of-Way Dedicated to the Public on Parcel 18-08047-000 and For Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA, AICP

SUMMARY: The Planning Commission reviewed LSP-2018-27019 on February 12, 2018, where it received a unanimous vote to accept with conditions subject to staff comments.

The survey instrument incorporated into the ordinance divides one parent of 53.44 acres into two parcels that will have access to McNeely Road (Benton County 40). The resulting tracts will be 47.93 and 5.30 acres, respectively.

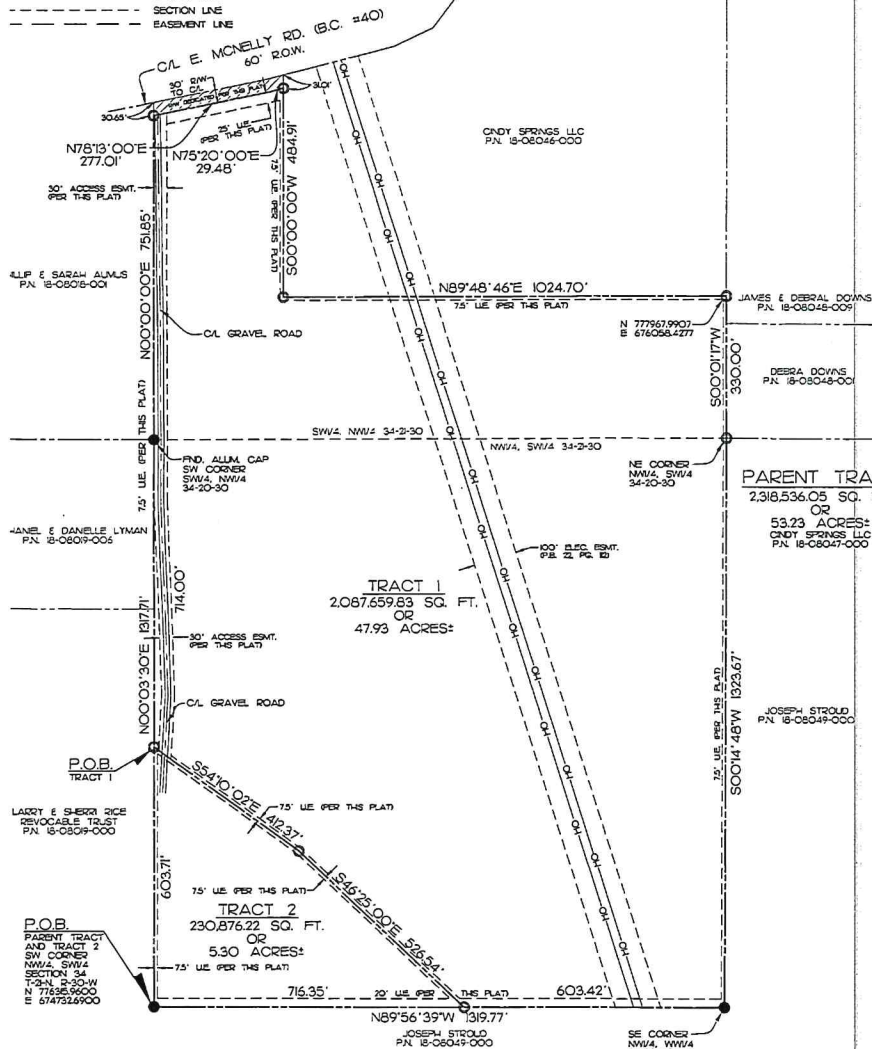
ATTACHMENT: Ordinance ☒ Resolution ☐ Other ☐

RECOMMENDATION: Planning Commission and Staff both recommend approval of this ordinance. Staff requests the City Council to waive the normal three (3) readings to expedite the dedications to the public as soon as the plat can be signed and recorded at the County offices.

ACTION REQUESTED: Motion to adopt ☒

LEGEND

- FOUND REBAR (OR AS NOTED)
- SET 1/2" REBAR W/CAP. LS 1970
- OH — OVERHEAD LINE
- — — — — PROPERTY LINE
- — — — — RIGHT-OF-WAY LINE
- — — — — CENTER LINE
- — — — — SECTION LINE
- — — — — EASEMENT LINE



NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- ZONING: BENTON COUNTY UNINCORPORATED, BUILDING SETBACKS: FRONT: 25 FEET.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE PLAT, OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 060070008J, EFFECTIVE DATE SEPTEMBER 28, 2007, AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

PARENT TRACT:

PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTH-WEST QUARTER (SW¼) AND PART OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF THE NW¼ OF THE SW¼ OF SAID SECTION 34, THENCE ALONG THE WEST LINE OF SAID NW¼ OF THE SW¼ NO.00'03'30"E 603.71 FEET TO THE SW CORNER OF THE SW¼ OF THE NW¼ OF SAID SECTION 34, THENCE ALONG THE WEST LINE OF SAID SW¼ OF THE NW¼ NO.00'03'30"E 75.85 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF E. MCNELLY ROAD (B.C. #40), THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE N75°13'00"E 277.01 FEET, THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N75°20'00"E 29.48 FEET, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE S00°00'00"W 484.91 FEET, THENCE N87°48'46"E 024.70 FEET TO THE EAST LINE OF SAID SW¼ OF THE NW¼, THENCE ALONG SAID EAST LINE S00°01'17"W 330.00 FEET TO THE NE CORNER OF SAID NW¼ OF THE SW¼, THENCE ALONG THE EAST LINE OF SAID NW¼ OF THE SW¼ S00°14'48"W 032.67 FEET TO THE SE CORNER OF SAID NW¼ OF THE SW¼, THENCE ALONG THE SOUTH LINE OF SAID NW¼ OF THE SW¼ N89°56'39"W 039.77 FEET TO THE POINT OF BEGINNING, CONTAINING 230,876.22 SQUARE FEET OR 5.30 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

TRACT 1:

PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) AND PART OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF THE NW¼ OF THE SW¼ OF SAID SECTION 34, THENCE ALONG THE WEST LINE OF SAID NW¼ OF THE SW¼ NO.00'03'30"E 603.71 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE NO.00'03'30"E 74.00 FEET TO THE SW CORNER OF THE SW¼ OF THE NW¼ OF SAID SECTION 34, THENCE ALONG THE WEST LINE OF SAID SW¼ OF THE NW¼ NO.00'03'30"E 75.85 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF E. MCNELLY ROAD (B.C. #40), THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE N75°13'00"E 277.01 FEET, THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N75°20'00"E 29.48 FEET, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE S00°00'00"W 484.91 FEET, THENCE N87°48'46"E 024.70 FEET TO THE EAST LINE OF SAID SW¼ OF THE NW¼, THENCE ALONG SAID EAST LINE S00°01'17"W 330.00 FEET TO THE NE CORNER OF SAID NW¼ OF THE SW¼, THENCE ALONG THE EAST LINE OF SAID NW¼ OF THE SW¼ S00°14'48"W 032.67 FEET TO THE SE CORNER OF SAID NW¼ OF THE SW¼, THENCE ALONG THE SOUTH LINE OF SAID NW¼ OF THE SW¼ N89°56'39"W 039.77 FEET TO THE POINT OF BEGINNING, CONTAINING 230,876.22 SQUARE FEET OR 5.30 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

TRACT 2:

PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF THE NW¼ OF THE SW¼ OF SAID SECTION 34, THENCE ALONG THE WEST LINE OF SAID NW¼ OF THE SW¼ NO.00'03'30"E 603.71 FEET, THENCE LEAVING SAID WEST LINE S24°10'02"E 423.71 FEET, THENCE S44°25'00"E 535.54 FEET TO THE SOUTH LINE OF SAID NW¼ OF THE SW¼, THENCE ALONG SAID SOUTH LINE N89°56'39"W 70.38 FEET TO THE POINT OF BEGINNING, CONTAINING 230,876.22 SQUARE FEET OR 5.30 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CERTIFICATE OF APPROVAL:

PURSUANT TO THE CITY OF BELLA VISTA SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____ MAYOR

UTILITIES:

SIGNED: _____ BLACK HILLS ENERGY

SIGNED: _____ AT&T

SIGNED: _____ COX COMMUNICATION

SIGNED: _____ CARROLL ELECTRIC

SIGNED: _____ CENTURY LINK

SIGNED: _____ PEA ROGE WATER AND SEWER DEPT.

OWNER INFORMATION:
CINDY SPRINGS, LLC
PO BOX 1860
BENTONVILLE, AR 72712-1860

CERTIFICATE OF SURVEY ACCURACY:

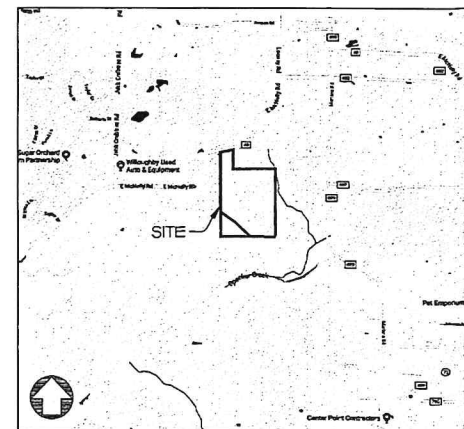
I, ROBERT J. CASTER, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____ REGISTERED LAND SURVEYOR

NO. 070
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049



CERTIFICATE OF OWNERSHIP:

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE HAVE LAD OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, AND EASEMENTS AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

SOURCE OF TITLE: DEED RECORD _____ PAGE _____

ACKNOWLEDGMENT STATE OF ARKANSAS COUNTY OF BENTON

ON THIS DAY BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC DULY QUALIFIED AND ACTING IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED _____ SATISFACTORILY PROVEN TO BE THE PERSON(S) WHOSE NAMES APPEAR(S) AS THE OWNER(S) IN THE FOREGOING INSTRUMENT, AND STATED THAT HE/SHE/IT/HEY HAS/HAVE EXECUTED THE SAME FOR THE CONSIDERATION, USES AND PURPOSES THEREIN STATED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND ON THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



0 200 400
SCALE 1" = 200 FEET

STATE SURVEY CODE: 500-2N-30W-0-34-304-04-370

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE T Street, Suite 5
Bentonville, AR 72712
Telephone 479-268-4464



SCALE: 1" = 200' DATE: H18-B

TRACT SPLIT
CINDY SPRINGS, LLC

MCNELLY ROAD
BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHECK BY:	PAID BY:
17481	ASD	RJC	I/O

Exhibit "A"



BELLA VISTA
A place to call home
 COMMUNITY DEVELOPMENT
 SERVICES DEPARTMENT
 616 WEST LANCASHIRE BLVD.
 BELLA VISTA, AR 72715
 PHONE: (479) 268-4980

STAFF REPORT LSP-2018-27019

DATE: FEBRUARY 12, 2018
AUTHOR: SARAH BINGHAM, ASSOCIATE PLANNER
APPLICANT: ROBERT CASTER
PARCEL: 18-08047-000
LOCATION: EAST MCNELLY ROAD BETWEEN JACK CRABTREE ROAD AND LOONEY ROAD

REQUEST SUMMARY:

The subject parcel is an undeveloped lot adjacent to East McNelly Road, highlighted in blue.

The applicant is splitting the parcel into two tracts. Tract 1 will be 47.93 acres and will have direct access to E McNelly Road. Tract 2 will be 5.30 acres in the southwest corner of the lot and will have an access easement through Tract 1 to connect to E McNelly Road.



REQUEST LOCATION: In Planning Area

SIZE OF PROPERTY	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
53.44 acres	N/A	North: County; Agriculture South: County; Agriculture East: County; Agriculture West: County; Agriculture	County; Bella Vista Planning Area	North: Agriculture South: Agriculture East: Agriculture West: Agriculture

STAFF RECOMMENDATION:

Approve

Approve with Conditions

Deny

STAFF REQUESTED CONDITIONS OF APPROVAL:

- Address Staff's Outstanding Comments
- Acceptance of the revised plat by the Owner(s).
- Acceptance of the revised plat by the utilities.
- Acceptance of the revised plat by City Council.

Per Municipal Code § 107-130, this request must be reviewed by the Planning Commission.

Detailed explanations follow on the attached pages.

STANDARD:	STAFF ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met
Subdivision & Development Code	Has Met
Flood Prevention Code	N/A

COMPARISON TO ADOPTED CITY MASTER PLANS

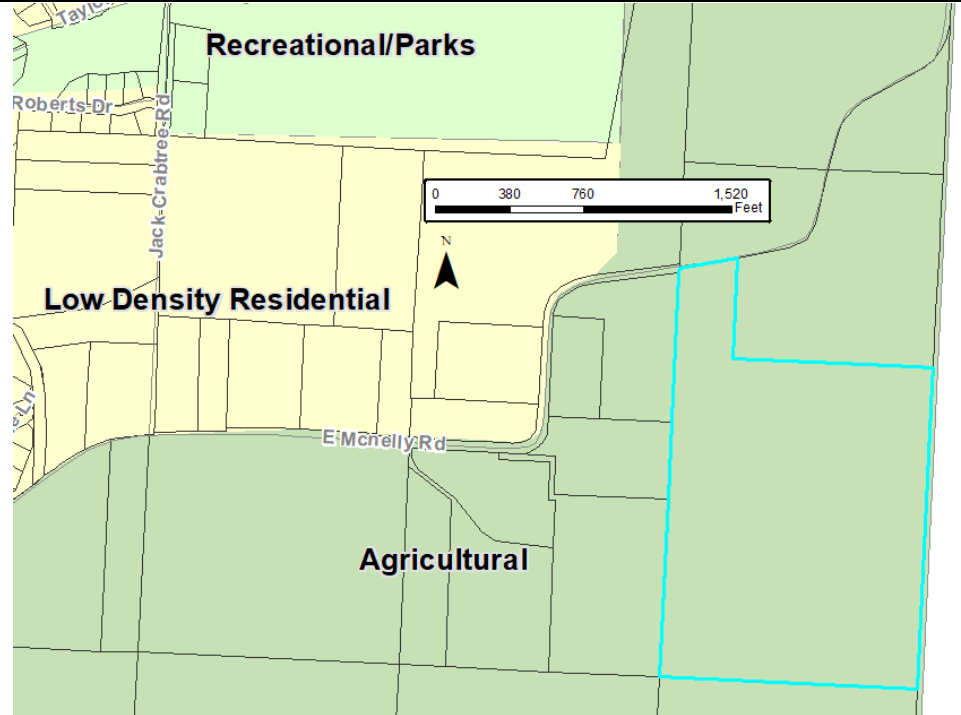
STAFF ANALYSIS

PLAN GOALS OR GUIDELINES

Future Land Use Plan and Map

The minimum lot size for an agricultural lot is 5 acres. Both lots would be greater than 5 acres.

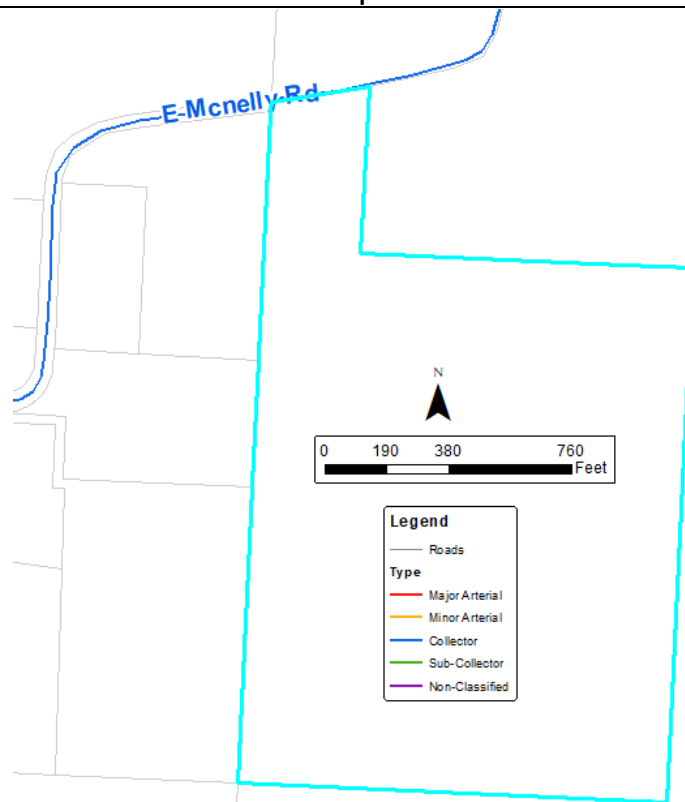
Meets Standard

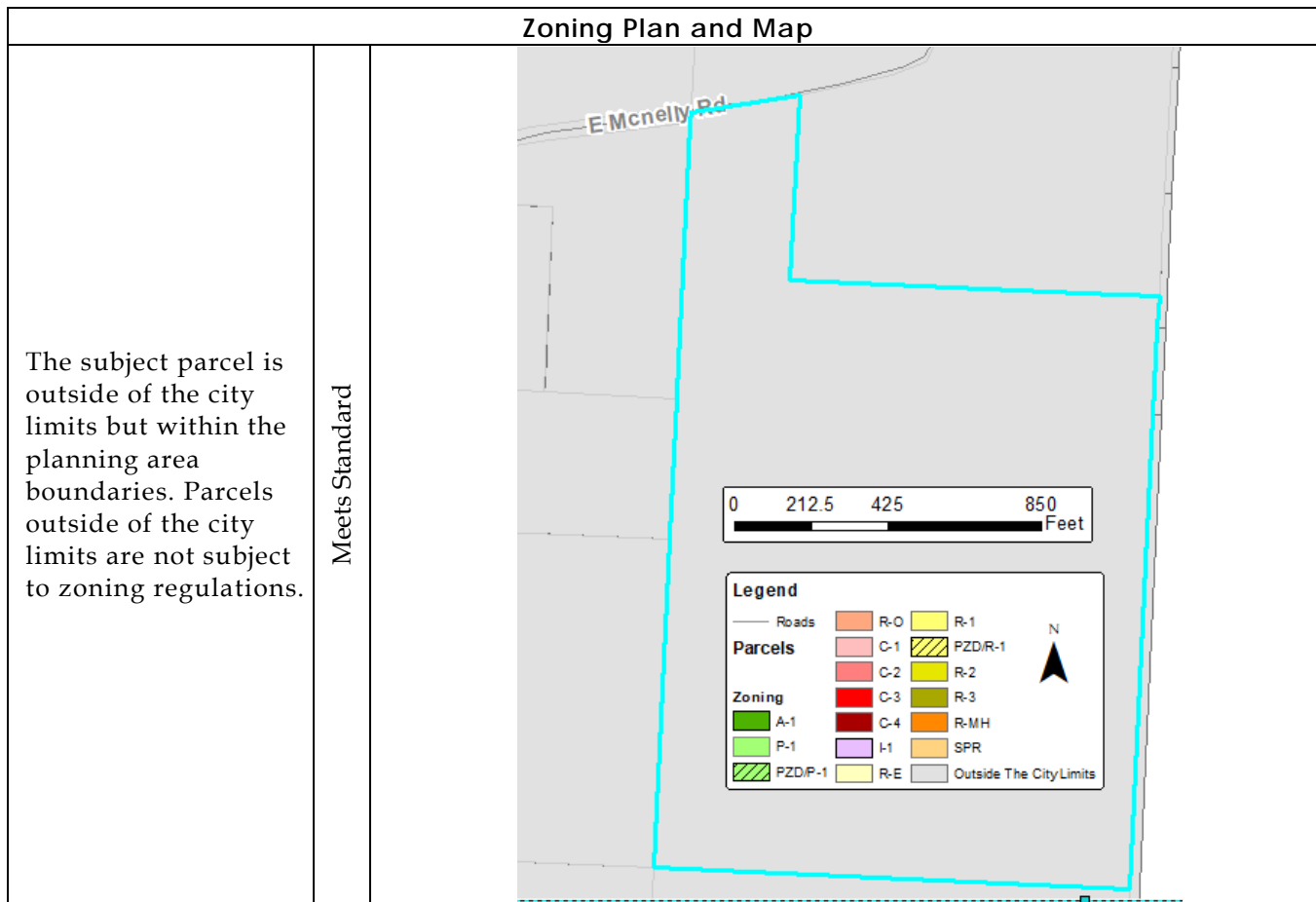


Master Street Plan and Map

This portion of McNelly Road, is designated as a collector, which requires a minimum width of 60 feet. This plat dedicates 30 feet south of the centerline as right-of-way.

Meets Standard





Municipal Code § 107-130 provides criteria that must be met for lot splits, property line adjustments, minor (incidental) subdivisions, and corrective plats to be approved.		
REVIEW CRITERIA	STAFF ANALYSIS	
1. Is any new street or alley required or proposed?	No	No new street or alley is required or has been proposed.
2. Is any vacation of a street, alley, building setback, access control, or other easement is required or proposed?	No	No easement, street, or building setbacks vacations have been proposed.
3. Will granting the lot splits, property line adjustment, minor (incidental) subdivision, or corrective plat result in any significant increases in public service requirements?	No	This lot split will not provide a significant increase to McNelly Road.
4. Will granting the lot splits, property line adjustment, minor (incidental) subdivision, or corrective plat interfere with the maintenance of public service levels?	No	This lot split will not interfere with maintaining public service levels.
5. Is there adequate previously dedicated street right-of-way as required by these regulations as well as the Master Street Plan?	No	This portion of McNelly Road has not been dedicated as right-of-way.

STAFF REPORT

LSP-2018-27019

Municipal Code § 107-130 provides criteria that must be met for lot splits, property line adjustments, minor (incidental) subdivisions, and corrective plats to be approved.		
REVIEW CRITERIA	STAFF ANALYSIS	
6. If there has not been adequate street right-of-way previously dedicated, does this application address any shortage?	Yes	This plat will dedicate 30 feet of property south of the McNelly Road centerline.
7. Have all easement requirements been satisfied?	Yes	All easements have met the conditions set forth in the Municipal Code.
8. Do all lots created have direct access to a public street?	Yes	Tract 2 has an access easement along the west property line to connect to McNelly Road.
9. Will a substandard-sized lot or parcel be created by this application?	No	Both the parent and the new tract will be above the minimum lot size for an agricultural lot.
10. Have any waivers or variances been requested with this application?	No	No waivers or variances have been applied for at this time.

Outstanding Staff Comments:

1. Add a utility and drainage easement to the western property line of Tract 1.
2. Remove the Black Hills Energy and Century Link signature lines.

Planning Commission Decision:

I, (Planning Commissioner states their name), move that the Planning Commission's recommendations to the City Council be for the Council members to (Planning Commissioner to state which)

Approve

Approve with Conditions

Deny

the request to split parcel 18-08047-000 into two parcels.

The Planning Commission hereby ascribes the following Conditions to the Approval of this request:

- _____
- _____

I/We hereby acknowledge that I/we have read the foregoing Conditions of Approval for this project, and agree to conform to them. I/We further acknowledge that failure to comply with these Conditions could result in: the revocations of permits, stop work orders, and/or other enforcement actions deemed necessary by the City of Bella Vista.

Owner or Representative

Date

ORDINANCE NO. 2018-_____

**ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC ON
PARCEL 18-08047-00, AND FOR OTHER PURPOSES.**

WHEREAS, A.C.A. §14-301-102 requires that publicly dedicated easements and rights-of-way be accepted and confirmed by an ordinance specifically passed for that purpose; and

WHEREAS, the Planning Commission held a public meeting on February 12, 2018, and reviewed a lot split under item LSP-2018-27019; and

WHEREAS, the Planning Commission unanimously recommended acceptance of the easements and / or rights-of-way on the lot split to the City Council of the City of Bella Vista.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BELLA VISTA, ARKANSAS:**

Section 1: The publicly dedicated easements and rights-of-way shown in the attached Exhibit A, which is attached hereto and made a part of, are hereby accepted and confirmed for public use.

PASSED THIS ____ DAY OF _____, 2018.

Motion to adopt made by:

Ayes:

Nays:

Motion .

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: February 26, 2018

AGENDA ITEM:

ITEM TITLE: An Ordinance Enabling Local Zoning Regulations for Medical Marijuana Dispensaries and Cultivation Facilities, and For Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA, AICP

SUMMARY: In 2016, the Arkansas electorate enacted the Arkansas Medical Marijuana Act by ballot issue. The constitutional amendment provides for local authorities to enact reasonable zoning regulations for medical marijuana dispensaries and cultivation facilities. The amendment also requires for local jurisdictions to treat medical marijuana facilities the same as pharmacies. Other highlights of the legislation include:

- Requires dispensaries to be located one thousand five hundred feet (1,500') from an existing public or private school, church, or daycare center, and cultivation facilities to be located three thousand feet (3,000') from an existing public or private school, church, or daycare center.
- Other locations that are excluded from this amendment are daycare centers, preschools, primary/secondary schools, school buses, college/universities, a drug or alcohol treatment facility, a community or recreation facility, a correctional facility, public place, any form of public transportation, or motorized vehicle.
- There will only be four (4) dispensaries permitted in any one (1) county, and the state commission will only issue a maximum of eight (8) cultivation facility licenses.

In review of this issue, the Planning Commission has recommended the code changes shown in Exhibit "A" to the enabling ordinance. These include:

- Removal of pharmacies as a general office use and providing its own definition;
- Defining dispensaries and cultivation facilities in terms of the constitutional amendment;
- Revising the Table of Permitted Uses to require a conditional use for pharmacies, dispensaries, and cultivation facilities in all agricultural, commercial, and industrial districts.

ATTACHMENT: Ordinance ☒ Resolution ☐ Other ☐

RECOMMENDATION: Planning Commission and Staff both recommend approval of this ordinance.

ACTION REQUESTED: Motion to adopt ☐

ORDINANCE NO. 2018-_____

**ENABLING LOCAL ZONING REGULATIONS FOR MEDICAL MARIJUANA
DISPENSARIES AND CULTIVATION FACILITIES, AND FOR OTHER PURPOSES.**

WHEREAS, the Arkansas Medical Marijuana Act of 2016 authorized local authorities to enact reasonable zoning regulations for medical marijuana dispensaries and cultivation facilities; and

WHEREAS, the Planning Commission developed proposed regulations for the local governance of medical marijuana facilities and held a public hearing on February 12, 2018; and

WHEREAS, the Planning Commission unanimously recommended acceptance of the proposed regulations to the City Council of the City of Bella Vista.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BELLA VISTA, ARKANSAS:**

Section 1: The municipal code amendments governing medical marijuana dispensaries and cultivation facilities shown in the attached Exhibit A, which is attached hereto and made a part of, are hereby adopted.

PASSED THIS ____ DAY OF _____, 2018.

Motion to adopt made by:

Ayes:

Nays:

Motion .

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

COMPREHENSIVE QUOTE



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Chris Murdock
Phone: (800) 363-9127 Ext.
Email: chris.murdock@prioritydispatch.net

Agency:
Agency ID#: 22840
Quote #: Q-13120
Date: 1/29/2018
Offer Valid Through: 1/31/2018
Payment Terms: Net 30
Currency: USD

City of Bella Vista
22840
Q-13120
1/29/2018
1/31/2018
Net 30
USD

Bill To:
City of Bella Vista
Christy Terry
105 Towncenter
Bella Vista, Arkansas 72714
United States

Ship To:
City of Bella Vista
Christy Terry
105 Towncenter
Bella Vista, Arkansas 72714
United States

Line	Product Name	Qty	Unit Price	Amount
1	MPDS Backup Cardset License Licensed manual protocol set for backup	2	495.00	990.00
2	MPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	2	45.00	90.00
3	ED-Q Training and Certification for EMD (Host) Materials, tuition and certification (2 days, 16 hours)	2	500.00	1,000.00
4	Protocol Training and Certification for EMD (Host) Materials, tuition and certification	11	340.00	3,740.00
5	Project Management Implementation support and quality management program development	1	20,000.00	20,000.00
6	ProQA Medical Software Licenses Automated calltaking software	2	3,750.00	7,500.00
7	XLerator Client Server Suite Client server software application suite	1	2,500.00	2,500.00
8	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	1,500.00	1,500.00
9	AQUA Software Training 8-hour course	1	1,500.00	1,500.00
10	ProQA Software Training for EFD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	1	1,500.00	1,500.00
11	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	2	1,500.00	3,000.00
12	System Administration Training On-site training (up to 8 hours) for center management detailing program configuration and customization options	1	1,500.00	1,500.00



QUOTE

Line	Product Name	Qty	Unit Price	Amount
13	ProQA ESP (P) M License Renewal, Service & Support	2	1,200.00	2,400.00

Subtotal	USD 47,220.00
Estimated Tax	
Total	USD 47,220.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A CONTRACT WITH PRIORITY DISPATCH OF SALT
LAKE CITY, UTAH IN AN AMOUNT NOT TO EXCEED \$52,000.00 FOR
THE PURCHASE OF EMERGENCY MEDICAL DISPATCH PRE-
ARRIVAL SOFTWARE FOR USE BY CITY POLICE AND FIRE
DISPATCH**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby awards the bid and authorizes the Mayor and City Clerk to enter into a contract with Priority Dispatch of Salt Lake City, Utah in an amount not to exceed \$52,000.00 for the purchase of emergency medical dispatch pre-arrival software for use by City police and fire dispatch.

PASSED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Bella Vista, Arkansas ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 2-1-18

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>City of Bella Vista</u>	Revize Software Systems
Company Address: <u>101 Town Center</u>	1890 Crooks, Suite 340
Company City/State/Zip: <u>Bella Vista, AR 72714</u>	Troy, MI 48084
Contact Name: <u>Cassi Lapp</u>	248-269-9263
Phone: <u>479.876.1255</u>	
Email: <u>clapp@bellavistaar.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$1,500.00
1	Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee: Includes Unique Departmental Designs for up to 3 Departments	\$6,500.00
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$9,400.00
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$1,900.00
1	Phase 6 – Content Migration up to 100 webpages & 1,000 documents on current site:	\$5,700.00
1	Phase 7 – Content Editing/Administrator Training, two-day session, onetime fee:	\$2,900.00
1	Phase 8 – Go Live, onetime fee:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, Unlimited Users, Unlimited GB website storage:	\$5,900.00
1	Grand Total First Year	\$33,800.00

Terms:

- Five Year agreement with free website redesign during year four
- Revize requires a check for \$16,900 to start this initiative. Remainder will be due upon completion of phase 7
- Revize annual services start the day of the kickoff meeting
- Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
- Additional content migration, if requested, is available for \$3 per web page or document.
- This Sales Agreement is the only legal document governing this sale.
- Both parties must agree in writing to any changes or additions to this Sales Agreement.
- This Sales Agreement is subject to the laws of the State of Arkansas.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person: _____

Name of Authorized Person: _____

Title of Authorized Person _____

Date: _____

Thomas Jean

Project Manager

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Revize will add in the following features into your website

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement CENTER Apps

- Citizen Request Center with Captcha
- Public Service Request
- Public Records Request App
- Citizen Connect (Community Blog)
- Parks Reservation App
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling
- Newsletter App

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- Intranet (Secure Area)
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Service Level & CMS License Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The City of Bella Vista, Arkansas (known in this agreement as *Client*) and *Revize Software Systems, LLC.*, for support services to be provided by *Revize Software Systems, LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize Software Systems, LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize Software Systems, LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize Software Systems, LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize Software Systems, LLC.* requires *Client* to extract from end users prior to *Revize Software Systems, LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving ten (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to the Professional. In the event of such a termination without cause, the *Client* shall pay the Professional for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Professional shall promptly submit to the *Client* its invoice for final payment.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize Software Systems, LLC.. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize Software Systems, LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

Client:

Revize Software Systems, LLC.:

Agency Representative

*Joseph Nagrant – Business
Development Director*

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize Software Systems, LLC. In the event of a discrepancy between actual and targeted service levels both *Client* and Revize Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

1.7 Complaints

All complaints relating to the operation of the help service, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between *Client* and Revize Software Systems, LLC.

Client Responsibilities

2.1 Functional Overview

To provide a service for the registration, referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize Software Systems, LLC.* specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize Software Systems, LLC.* as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial telephone response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details)

- **Crisis:**
 - Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- **Urgent:**
 - Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- **Critical:**
 - Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- **Normal:**
 - Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- **Request for Service:**
 - Requests for service are completed with the mindset that we do not “nickel and dime” our clients. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Revize will add in these services with no charge up to a level of reasonability. These requests should be submitted to the customer portal www.support.revize.com. If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize Software Systems, LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize Software Systems, LLC.* and a *Revize Software Systems, LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Revize will provide an estimated time of resolution upon initial report from the client. If, after further investigation, Revize determines the expect time to significantly change, Revize will contact the client to discuss the details and new suspected time frame

3. Revize Software Systems, LLC. Responsibilities

3.1 Functional Overview

Revize Software Systems, LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize Software Systems, LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, we do reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize Software Systems, LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize Software Systems, LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize Software Systems, LLC.* Support staff for the purpose of gauging *Revize Software Systems, LLC.* performance.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:

Live Phone Support:

248-269-9263

Customer Portal:

www.support.revize.com

Email (Unofficial Channel):

Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone response by *Revize Software Systems, LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize Software Systems, LLC.* At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize Software Systems, LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. Within 48 hours of resolution *Revize Software Systems, LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement *Revize Software Systems, LLC.* will provide to the *Client* a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by *Revize Software Systems LLC.* and is intended to allow for the *Client* to easily update the content of their website. *Client* agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the *Client*, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the *Client*. This system will then have the ability to be hosted and used by the *Client* as long as they wish. Revize will provide reasonable support in transferring the CMS system to the *Client's* decided upon hosting architecture.

Products Provided to Client Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AWARDING RFP AND AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A CONTRACT WITH REVIZE LLC, AKA REVIZE
SOFTWARE SYSTEMS OF TROY, MICHIGAN IN THE AMOUNT OF
\$33,800.00 FOR CITY WEBSITE REDESIGN AND HOSTING SERVICES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby awards the RFP and authorizes the Mayor and City Clerk to enter into a contract with Revize LLC aka Revize Software Systems of Troy, Michigan in the amount of \$33,800.00 for City website redesign and hosting services.

PASSED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Arkansas

Sen. Jimmy Hickey, Jr.
Senate Chair
Sen. Lance Eads
Senate Vice Chair



Rep. Richard Womack
House Chair
Rep. Mary Bentley
House Vice Chair

Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

LEGISLATIVE JOINT AUDITING COMMITTEE ARKANSAS LEGISLATIVE AUDIT

INDEPENDENT AUDITOR'S REPORT

City of Bella Vista, Arkansas Officials and Council Members
Legislative Joint Auditing Committee

Report on the Financial Statements

We have audited the accompanying regulatory basis financial statements of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of and for the year ended December 31, 2016, and the related notes to the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Ark. Code Ann. § 10-4-412, as described in Note 1, to meet the requirements permitted by the State of Arkansas; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1 of the financial statements, the financial statements are prepared by the City on the basis of the financial reporting provisions of Ark. Code Ann. § 10-4-412, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements permitted by the State of Arkansas.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the City of Bella Vista, Arkansas, as of December 31, 2016, or the revenues, expenditures, and changes in net position and, where applicable, cash flows thereof for the year then ended.

Unmodified Opinions on Regulatory Basis of Accounting

In our opinion, the financial statements referred to above present fairly, in all material respects, the regulatory basis financial position of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of December 31, 2016, the regulatory basis revenues, expenditures, and changes in net position, and the budgetary comparisons for the general fund and street fund for the year then ended in accordance with the financial reporting provisions of Ark. Code Ann. § 10-4-412 described in Note 1.

Other Matters

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the accompanying regulatory basis financial statements. The accompanying supplementary information and other information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the regulatory basis financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the regulatory basis financial statements as a whole on the basis of accounting described in Note 1.

The other information has not been subjected to the auditing procedures applied in the audit of the regulatory basis financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 13, 2017, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of the state constitution, laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

ARKANSAS LEGISLATIVE AUDIT



Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

Little Rock, Arkansas
October 13, 2017
LOM111316

Arkansas

Sen. Jimmy Hickey, Jr.
Senate Chair
Sen. Lance Eads
Senate Vice Chair



Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

Rep. Richard Womack
House Chair
Rep. Mary Bentley
House Vice Chair

LEGISLATIVE JOINT AUDITING COMMITTEE ARKANSAS LEGISLATIVE AUDIT

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING, COMPLIANCE AND OTHER MATTERS,
AND OTHER ISSUES BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT

City of Bella Vista, Arkansas Officials and Council Members
Legislative Joint Auditing Committee

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying regulatory basis financial statements of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of and for the year ended December 31, 2016, and the related notes to the financial statements, and have issued our report thereon dated October 13, 2017. We issued an adverse opinion because the financial statements are prepared by the City on the basis of the financial reporting provisions of Ark. Code Ann. § 10-4-412, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. However, with respect to the regulatory basis of accounting described in Note 1, our opinions on the general fund, street fund, and other funds in the aggregate were unmodified.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of the state constitution, laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Other Issues

The following issues are not significant deficiencies, material weaknesses, or material instances of noncompliance, but are issues that are presented to assist in the efficient operation of the City.

The commentary contained in this section relates to the following officials that held office during 2016:

Mayor: Peter Christie
Treasurer: Alison Fusillo
City Clerk: Wayne Jertson
Police Chief: Kenneth Farmer

We reviewed the City's compliance with certain Arkansas laws concerning general and district court accounting, budgeting, purchasing, and investing and depositing of public funds.

Our audit procedures indicated that the above offices were in substantial compliance with Arkansas fiscal and financial laws. Noncompliance with accepted accounting practices was noted in the offices of **Mayor** and **Treasurer**.

The following Information Systems weaknesses were discovered during a review of computers:

Mayor and Treasurer

There was no wireless security and use policy. Failure to establish and communicate an adequate wireless security and use policy could result in the unnecessary exposure or misuse of information resources.

Mayor

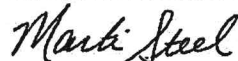
Management had no process to periodically review appropriate access security. The lack of adequate supervisory oversight of user security permissions increases the risk of unauthorized access and misuse of information resources.

There was no formally documented and approved Disaster Recovery or Business Continuity Plan. This situation could cause the entity to be without computer processing for an extended period of time in the event of a disaster or major interruption and could have a severe impact on critical resources and affect essential services placing undue financial and personnel burdens on the resources of the entity.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, pursuant to Ark. Code Ann. § 10-4-417, all reports presented to the Legislative Joint Auditing Committee are matters of public record and distribution is not limited.

ARKANSAS LEGISLATIVE AUDIT



Marti Steel, CPA
Deputy Legislative Auditor

Little Rock, Arkansas
October 13, 2017

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**ACCEPTING THE FINANCIAL AUDIT REPORT PRESENTED BY THE
ARKANSAS DIVISION OF LEGISLATIVE AUDIT FOR THE YEAR
ENDING DECEMBER 31, 2016**

WHEREAS, pursuant to Ark. Code Ann. § 10-4-418, the governing body of the City must review the audit report created by the Division of Legislative Audit and take appropriate action relating to each finding and recommendation in said report; and

WHEREAS, the audit report for the year ending December 31, 2016, made no negative findings, but made suggestions regarding a wireless security and use policy, and access security;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BELLA VISTA, ARKANSAS:**

Section 1: The City Council of the City of Bella Vista, Arkansas has reviewed and accepts the audit report presented by the Arkansas Division of Legislative Audit for the year ending December 31, 2016. The City will consider audit suggestions regarding a wireless security and use policy and access security and take appropriate actions, if deemed appropriate.

ADOPTED THIS _____ DAY OF _____, 2018.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**SETTING VENDOR FEES FOR ACCESS TO THE BELLA VISTA
FARMER'S MARKET FOR 2018**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: Vendor fees for access to the Bella Vista Farmer's Market for 2018 shall be as follows:

Booth space for the entire 2018 year: \$150.00; with a \$25.00 less discount for any vendor paying full yearly fee on or before March 31, 2018.

Food Truck space for entire 2018 year: \$130.00; with a \$15.00 less discount for any food truck vendor paying full yearly fee on or before March 31, 2018.

Booth space for one date: \$15.00.

Booth space for a season: \$50.00. The 2018 year will be broken up into 3 seasons as follows:

Spring Season: April 15 – June 10

Summer Season: June 17 – Aug 12

Fall Season: Aug 19 – Oct 14

In addition, a sales commission of ten percent (10%) of total sales, after the first \$100.00 in total sales on any single day the market is open, shall be paid as additional fees on the date sold. Single day commission sales will be capped for each vendor at \$300.00 in total sales; the equivalent of \$30.00 in commissions.

SECTION 2: The vendor fees referenced in Section 1 shall be paid to and shall be a part of the total compensation for the Bella Vista Farmer's Market contracted coordinator. In furtherance of this requirement, vendors at the Bella Vista Farmer's Market shall make available to the contracted coordinator any records of daily sales, or other records, for purposes of calculating the additional sales commission referenced in Section 1 of this Resolution.

ADOPTED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney; Travis Stephens, Economic Develop. Coord.

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: February 26, 2018

AGENDA ITEM: Resolution

ITEM TITLE: Police Department Policy Update

SUBMITTED BY: Chief James Graves

SUMMARY EXPLANATION: In order to more efficiently manage the growing police department and the work we are presented with, there is a necessity to create two new positions. The department will be reorganized to include the addition of an Administrative Division overseen by an Administrative Lieutenant as well as a Narcotic Officer position working within the Criminal Investigation Division. These new positions will be staffed with existing personnel and the changes memorialized within the department policy manual Chain of Command hierarchy.

The department's Core Values have been updated to more fully guide department members in expectations as well as support the Citie's newly implemented annual evaluation system.

The department's evidence handling procedure has also been identified as needing updates in reference to evidence access and security. These updates have been added to the existing policy within section XII "Evidence Access and Security".

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: Chief of Police recommends City Council approval of department policy update/additions to the existing department policy manual.

ACTION REQUESTED:
Motion to adopt ☒

Bella Vista Police Department

Core Values

All members of the Department shall familiarize themselves with the stated values of the agency and shall strive to conduct all official business in a manner consistent with them.

Fairness

Fundamental to delivery of professional police service is the fair and equitable treatment of all individuals. Whether it is a citizen or employee, all must be treated with dignity and respect.

Fairness means we:

- Act consistently with our values and expectations
- Let compassion and courtesy guide our actions
- Have respect for all people, their ideas and opinions
- Apply rules, regulations and laws in an unbiased manner
- Treat others as we want to be treated

Integrity

Our value as police employees depends upon the respect and confidence we earn from the community and each other. The integrity of each individual, as well as the organization, is necessary for citizens to give us their trust. Without this trust, we cannot expect to form a partnership with the community.

Integrity means we:

- Are honest
- Admit mistakes and take corrective actions
- Do what we say we will do
- Behave consistently with our Department values

Teamwork

Teamwork is essential to the successful operation of the Department. The team must include all employees working in partnership with each other and the community to attain our goals.

Teamwork means we:

- Recognize the police are the people and the people are the police
- Foster cooperation and collaboration with the public
- Include others in planning, decision making, and action
- Commit to the goals, objectives and plans of the team without concern for who receives the credit or blame
- Recognize open communication is fundamental to successful team efforts
- Are supportive of the organization's efforts

Excellence

We meet challenges and adversity with perseverance to attain individual and organizational goals.

Excellence means we:

- Strive for excellence in everything we do
- Are responsible and dependable
- Are accountable
- Commit to our mission and values

Leadership

Each member of the organization is responsible for establishing the direction of the Department and communicating the vision at every level of the organization. We show the way in our community by going first and guiding those who follow. We are entrusted with caring for the spirit of the organization.

Leadership means we:

- Lead by example
- Do the right thing
- Look for and acknowledge things done right
- Create a trusting environment where people can develop
- Are willing to go beyond traditional expectations

Service Orientation

Each employee enhances the quality of life within our community and our department through dedicated service.

Service Orientation means we:

- Are empathetic and compassionate in dealing with people
- Treat problems as important
- Follow through on promises – if we set an expectation, we meet or exceed it
- Treat people with dignity

Personal Responsibility

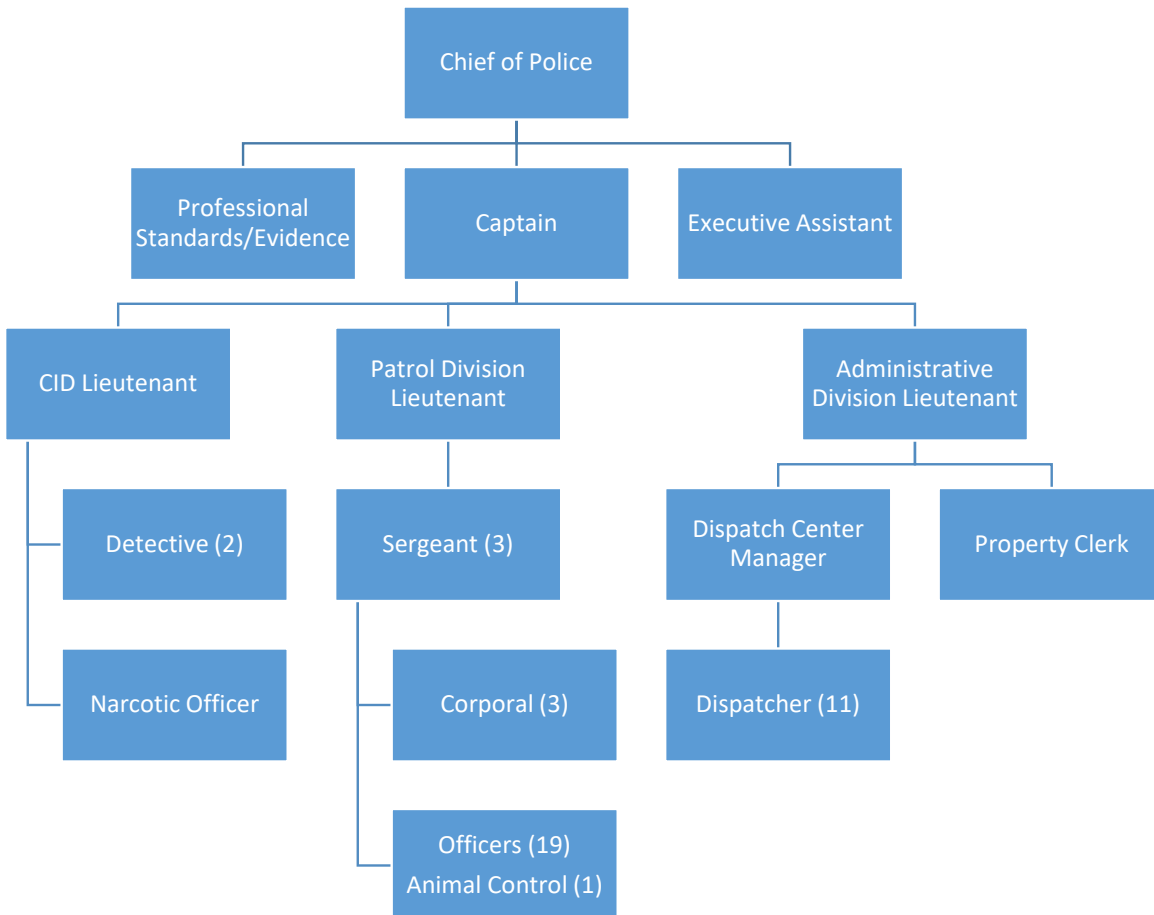
Each of us has a personal responsibility for the success of our community. We respect, care about, trust and support each other. We respect and encourage individual responsibility, while recognizing we have a right and obligation to participate in leading our community.

Personal responsibility means we:

- Set a positive example in our personal and professional lives
- Seek challenges and risk success
- Take initiative
- Accept responsibility for our mistakes

Bella Vista Police Department

Chain of Command





Property & Evidence Management	Related Policies:
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Applicable Arkansas Statutes A.C.A. § 5-5-101 – 102 (2011) A.C.A. 5-5-201 – 204 A.C.A. § 5-5-301 – 306 A.C.A. § 12-12-301 A.C.A. § 5-5-401 – 405 A.C.A. § 12-15-30 (2011) A.C.A. § 12-15-301 A.C.A. § 12-12-104 (2012)	
CALEA Standard: 84.1.1, 84.1.2; 84.1.3; 84.1.4, 84.1.5; 84.1.6; 84.1.7; 84.1.8	
Date Implemented: 08/01/2013	Review Date:

- I. **Purpose:** The purpose of this policy is to outline the procedure of this department with respect to property, contraband or evidence that is seized. All property, with the exception of vehicles, will be dealt with under this policy.
- II. **Policy:** It is the policy of this department to provide for the reasonable safekeeping of all property that comes into the possession of this department. With respect to evidentiary items, this department shall maintain a proper chain of custody and secure such items in a manner that will ensure that the evidence is available to be admitted at trial.
- III. **General Provisions Applicable To All Seized Items**
 - A. Members of this department shall only seize items under the following conditions:
 - i. Officer has probable cause to believe that an item is contraband (contraband is an item that by its very nature is illegal to possess (e.g. illegal narcotics).
 - ii. Officer has probable cause, at the moment of seizure, to believe that the item to be seized is stolen.
 - iii. Officer has probable cause, at the moment of seizure, to believe that the item is evidence of a crime.
 - iv. Officer has lawful reason to store items that have come into his possession until returned to rightful owner or otherwise disposed in accordance with Arkansas law.
 - B. The evidence custodian or case officer will return seized items (other than contraband or items required to be maintained for evidentiary purposes) to their rightful owner upon satisfactory proof of ownership and after meeting all needs of any potential criminal prosecution.

- C. When seizing items of value (money/jewelry/precious metals), two officers, when feasible, shall inventory the items at the scene of the seizure. The inventory will be documented via a police report, as well as the evidence management system.
- D. In cases where professional expertise is required to make a proper accounting of the property, the Chief of Police or their designee shall be notified so that the services of an expert may be obtained.
- E. Once an item is seized and inventoried, it shall be transported to the police department for processing.
- F. The officer who has seized the property shall complete all appropriate forms/reports.
- G. Items seized shall be properly marked and/or tagged with the report number, date of seizure, description of evidence, arresting officer's name, identification number, and suspect's name where applicable.
- H. The item(s) shall be entered in the evidence management system and stored in temporary evidence/property storage designated by the Chief of Police or their designee. All temporary evidence/property storage will be locked, secured, and function in such a way as to ensure that once seized items have been deposited, only approved evidence custodians will have subsequent access to the items. In cases where the seizing officer is not the reporting officer, the seizing officer may turn over seized items to the reporting officer for temporary evidence/property storage and documentation in the evidence management and report management system. Otherwise, the seizing officer will ensure that all evidence processing is completed and the initial report is supplemented regarding the seizure.
- I. Items secured in temporary evidence/property storage shall remain in this location until the items can be transferred to the permanent evidence/property storage area by assigned evidence custodians.
- J. The Chief of Police or their designee shall designate evidence custodians who shall ensure that all seized items are properly packaged, documented, entered in the evidence management system, and delivered to the permanent evidence/property storage area.
- K. Evidence custodian(s) shall be limited in number. Once approved, the evidence custodian will have sole access to the permanent evidence/property storage area as well as keys, pass cards, combinations, or any other mechanism required for entry. At no time will an evidence custodian permit any person (including the Chief of Police) to have access to any mechanism required to enter the permanent evidence/property storage area. At no time will any member of the department, other than approved evidence custodian(s), be permitted access to the permanent evidence/property storage area unless accompanied by an evidence custodian. Evidence custodians will immediately report any sign of unauthorized or attempted unauthorized entry, missing items, inventory discrepancies, violations of this policy, or any other matter of concern regarding the storage of seized items to the Chief of Police or their designee.
- L. If any discrepancies are discovered between items listed on the property form and the items being delivered to the permanent evidence/property storage area, the evidence custodian shall ensure that all issues are resolved. In the event an issue

cannot be resolved, the evidence custodian shall report this discrepancy, in writing, to the Chief of Police or their designee.

- M.** In cases where a discrepancy has been reported, the Chief of Police or their designee shall cause an immediate investigation to resolve the discrepancy at issue.
- N.** Evidence custodians will ensure that appropriate entries are made to the evidence management system for all movements of seized items (i.e. court, crime labs, prosecutors review, etc) until such items are destroyed, returned to owner, or are otherwise lawfully disposed.
- O.** Any seized item released to the custody of its owner or other approved individual will be documented via a signed property release form and appropriate entries made to the evidence management system and/or report management system. Items returned should be particularly described including the status of their condition. The receiver will sign affirming the receipt and condition of items.
- P.** All firearms seized by this department that are no longer necessary for evidentiary purposes and are not returned to a rightful owner following a criminal history check, shall be disposed of in accordance with Arkansas Law.
- Q.** No items in the custody of this department will be disposed of in any manner contrary to law.
- R.** Evidence custodians should consider photographing seized items returned to owners or other approved individuals when there is a potential for disagreement regarding the state of the items returned.
- S.** The permanent evidence/property storage area will be locked and secured. An alarm and video surveillance system is recommended to be installed. In addition, narcotics, firearms, monetary items and other items deemed valuable by the Chief of Police or their designee will be secondarily locked within the permanent evidence/property storage area.
- T.** When evidence custodians are removed from their evidence function and replaced with new personnel, locking mechanisms, used for evidence storage for which only evidence custodians possess access, shall be reprogrammed, rekeyed and or replaced.

IV. Special Provisions Regarding Money

- A.** Monetary items may come into the possession of members of this department via confiscation for asset forfeiture, stolen property, found property, safe keeping, etc.
- B.** It is the goal of this department not to store monetary items in evidence/property storage areas unless no alternative to storage exists.
- C.** Monetary items related to asset forfeiture will comply with Arkansas Law concerning funds related to asset forfeiture and will typically provide a procedure for the maintaining of these monetary items that may differ from this policy.
- D.** Stolen monetary items, if at all possible, will be immediately released to the rightful owner or their designee following photographing and inventorying for police reports. A property release form will be executed particularly describing and accounting for denominations returned.

- E. In the event monetary items come into the possession of this department and no lawful alternative exists to storage, these items will be handled in accordance with the general procedures for the custody of evidence/property. All monetary items will be placed in a secondarily locked area of the permanent evidence/property storage area pending lawful disposition.

V. Special Provisions Regarding Narcotics

- A. Evidentiary narcotics should be field tested when possible. .
- B. Seized narcotics should be weighed. The drug weight, inclusive of original packaging, as well as a gross weight of drugs and evidence container should be recorded in the description area of the evidence tag.
- C. The evidence custodian shall ensure that a crime lab submission form is completed and submit evidentiary narcotics to the appropriate laboratory for toxicological examination. A member of the laboratory will sign a receipt for the evidence.
- D. The evidence custodian shall cause the receipt to be filed in the appropriate case file and make all appropriate entries into the department's evidence management system.
- E. Once a toxicology report is received, the evidence custodian and or receiving officer shall notify necessary and appropriate personnel of the results of the report and cause the report to be filed in the appropriate case file.
- F. The evidence custodian shall be responsible for ensuring that narcotics sent for toxicological testing are returned, properly documented, and stored in the designated area of the permanent evidence/property storage area.
- G. When large amounts of narcotics are seized and storage is impractical, the Chief of Police or their designee will contact the prosecuting attorney's office for authorization for immediate destruction of a substantial portion of narcotics seized. A representative sample as determined by the prosecuting attorney would be maintained for prosecution purposes. If the prosecuting attorney concurs with the request, a destruction order will be obtained. All evidence to be immediately destroyed will be photographed and otherwise described and documented in official reports.
- H. Narcotics that are abandoned or turned over to police as articles found are not used as evidence in criminal trials and therefore a toxicology exam is not required.
- I. Officers who initially take custody of non-evidentiary narcotics must complete an incident (found property) report documenting the facts and circumstances surrounding the seizure. Items obtained will be handled in accordance with the general provisions of this policy
- J. Non-evidentiary narcotics, in the discretion of the court (order required), may be maintained for lawful purposes (i.e. training or demonstrations). Such items shall be maintained in a secure manner and accessed only by authorized personnel as directed by the Chief of Police or their designee.

VI. Evidence Demanded in Court

- A. When evidence is needed for court, the officer assigned to the case shall notify the evidence custodian. The evidence custodian shall retrieve the evidence requested

by the court and provide it to the case officer. All appropriate entries will be made in the evidence management system documenting the transfer of evidence.

- B.** When evidence is returned from court, it shall be returned to the evidence custodian who shall complete all appropriate entries in the evidence management system and return the evidence to proper storage. If the evidence custodian is unavailable, the officer returning from court shall utilize the temporary storage procedures.
- C.** In cases where items of evidence are needed for court on several occasions but are not held by the court, officers must follow the above outlined procedure. In no case will evidence be stored in any other manner than outlined in this policy when held in the custody of this department and its members.

When a case is completed through a trial or plea, the officer handling the case shall notify the evidence custodian of the disposition of the case. The evidence custodian shall verify this disposition with the court so that a determination can be made regarding the continued custody or disposal of the evidence.

VII. Evidence/Property Disposal

- A.** Evidence/property disposal will adhere to procedures promulgated by the State of Arkansas and or this policy. Unless other disposition is specifically provided by law, when property seized or held is no longer required to be maintained, it shall be disposed of by the law enforcement department via a court order if applicable as follows:
 - i.** Property stolen, embezzled, obtained by false pretenses, or otherwise obtained unlawfully from the rightful owner thereof shall be restored to the owner;
 - ii.** Money shall be restored to the owner unless it was seized under laws pertaining to asset forfeiture. In such cases, money will be forfeited or returned to owner in the event of a negative finding.
 - iii.** Contraband shall be destroyed unless they may reasonably be returned to a condition or state in which such goods may be lawfully used, possessed, or distributed by the public. In such a case the item(s) must be disposed of by court order.
 - iv.** Firearms, explosives, ammunition, bombs, and like devices shall be destroyed. Firearms which may have a lawful use may be held without destruction and disposed of by way of a court order.
 - v.** Animals seized as evidence and are no longer required to be maintained, will be disposed of pursuant to a court order.
 - vi.** Any other property shall be disposed of in accord with a court order.
- B.** Evidentiary items not required to be maintained following criminal and or appellate process under Arkansas Law, will be returned to owner, destroyed pursuant to a destruction order, or otherwise lawfully disposed under Arkansas Law following the disposition of the criminal case and the statutory time for appeal.
- C.** In all subsequent court proceedings following the disposition of the case, all evidence presented at the original proceedings is admissible through introduction of the certified record of the case.

- D. It shall be the responsibility of the evidence custodian to perform periodic reconciliations between evidence/property in the custody of this department and the disposition of cases. The purpose of this reconciliation is to determine those cases where evidence/property is no longer required to be maintained. Reconciliation is recommended to occur on a monthly basis, but is required semi- annually. Items that are no longer required to be maintained will be disposed of in accordance with Arkansas Law and this policy.
- E. Destruction orders, when required, shall be prepared by the evidence custodian. This destruction order shall include the following information: PD case number, court case number; name of defendant; disposition of the case; description of evidence/property; and affiant information.
- F. Destruction orders will be reviewed by the Chief of Police or their designee who will verify the dispositions of the case and compliance with evidence procedures. Orders will be forwarded to the appropriate prosecuting officer for review and concurrence with destruction.
- G. If it is determined that the destruction order does not meet the criteria set forth in this policy, the designated officer shall direct the individuals responsible for compliance on what is necessary to correct the deficiencies. No evidence/property will be destroyed before there is complete compliance with destruction order procedures when such an order is required.
- H. Following approval of the destruction order by this department and the Prosecuting Attorney, the order will be presented to a judicial officer for authorization to destroy.
- I. Following judicial approval, evidence/property will be destroyed in accordance with the procedure set forth by the State of Arkansas and the procedures outlined in this policy. Evidence custodians in charge of the physical destruction will ensure that the date, time, and location of destruction as well as a minimum of two (2) witnesses to the destruction are entered in the evidence management system and or attached to the destruction order.

VIII. Arkansas Statute Regarding Physical Evidence in Sex or Violent Offense Prosecutions, Retention and Disposition

- A. Per ACA 12-12-104, in a prosecution for a sex offense or a violent offense, the law enforcement agency shall preserve, subject to a continuous chain of custody, any physical evidence secured in relation to a trial and sufficient official documentation to locate that evidence. **After a trial resulting in conviction, the evidence shall be impounded and securely retained by a law enforcement agency. Retention shall be the greater of:**
 - (A) Permanent following any conviction for a violent offense;
 - (B) For twenty-five (25) years following any conviction for a sex offense; and
 - (C) For seven (7) years following any conviction for any other felony for which the defendant's genetic profile may be taken by a law enforcement agency and submitted for comparison to the State DNA Data Base for unsolved offenses.
- B. After a conviction is entered, the prosecuting attorney or law enforcement agency having custody of the evidence may petition the court with notice to the defendant for entry of an order allowing disposition of the evidence if, after a hearing and a

reasonable period of time in which to respond, the court determines by a preponderance of the evidence that:

- (A) The evidence has no significant value for forensic analysis and must be returned to its rightful owner; or
 - (B) The evidence has no significant value for forensic analysis and is of a size, bulk, or physical character not usually retained by the law enforcement agency and cannot practicably be retained by the agency.
- C.** The court may order the disposition of the evidence if the defendant is allowed the opportunity to take reasonable measures to remove or preserve portions of the evidence in question for future testing.
- D.** It is unlawful for any person to purposely fail to comply with the provisions of this section. A person who violates this section is guilty of a Class A misdemeanor. As used in this section:
- i.** "Law enforcement agency" means any police force or organization whose primary responsibility as established by statute or ordinance is the enforcement of the criminal laws, traffic laws, or highway laws of this state;
 - ii.** "Sex offense" means:
 - (a) Rape, § 5-14-103;
 - (b) Sexual indecency with a child, § 5-14-110;
 - (c) Sexual assault in the first degree, § 5-14-124;
 - (d) Sexual assault in the second degree, § 5-14-125;
 - (e) Sexual assault in the third degree, § 5-14-126;
 - (f) Sexual assault in the fourth degree, § 5-14-127;
 - (g) Incest, § 5-26-202;
 - (h) Engaging children in sexually explicit conduct for use in visual or print medium, § 5-27-303;
 - (i) Transportation of minors for prohibited sexual conduct, § 5-27-305;
 - (j) Employing or consenting to use of child in sexual performance, § 5-27-402;
 - (k) Producing, directing, or promoting a sexual performance by a child, § 5-27-403;
 - (l) Computer child pornography, § 5-27-603;
 - (m) Computer exploitation of a child in the first degree, § 5-27-605(a);
 - (n) Promoting prostitution in the first degree, § 5-70-104;
 - (o) Stalking, § 5-71-229;
 - (p) An attempt, solicitation, or conspiracy to commit any of the offenses enumerated in this subdivision (f)(2); or
 - (q) A violation of any former law of this state that is substantially equivalent to any of the offenses enumerated in this subdivision (f)(2); and
 - iii.** "Violent offense" means:
 - (a) Capital murder, § 5-10-101, murder in the first degree, § 5-10-102, or murder in the second degree, § 5-10-103;
 - (b) Manslaughter, § 5-10-104;
 - (c) Kidnapping, § 5-11-102;
 - (d) False imprisonment in the first degree, § 5-11-103;
 - (e) Permanent detention or restraint, § 5-11-106;
 - (f) Robbery, § 5-12-102;
 - (g) Aggravated robbery, § 5-12-103;

- (h) Battery in the first degree, § 5-13-201;
- (i) Battery in the second degree, § 5-13-202;
- (j) Aggravated assault, § 5-13-204;
- (k) Terroristic threatening in the first degree, § 5-13-301;
- (l) Domestic battering in the first degree, § 5-26-303, domestic battering in the second degree, § 5-26-304, and domestic battering in the third degree, § 5-26-305;
- (m) Aggravated assault on family or household member, § 5-26-306;
- (n) Engaging in a continuing criminal gang, organization, or enterprise, § 5-74-104;
- (o) An attempt, solicitation, or conspiracy to commit any of the offenses enumerated in this subdivision (f)(3); or a violation of any former law of this state that is substantially equivalent to any of the offenses enumerated in this subdivision (f)(3).

IX. Firearms

- A. All firearms seized for evidentiary purpose pursuant to a criminal offense should be submitted to the appropriate crime laboratory for forensic testing of the weapon and entry in the National Integrated Ballistic Information Network (NIBIN). Once the testing has been completed the firearm will be returned to the submitting officer. The chain of custody shall be properly documented and the weapon logged in and out of the evidence storage area.
- B. All firearms should be stored with some type of protective covering (i.e. a gun box designed and manufactured for this purpose or some type of brown paper wrapping). Gun boxes are preferred over the wrapping. With DNA always an issue in criminal cases and the likelihood it could exist on a firearm, protection of that evidence should always be a consideration. Long guns, rifles and shotguns pose a storage problem due to their size. Long gun boxes are the recommended method of storage.
- C. Safety procedures should be in place and require that any weapon seized by an officer is made “safe” and “inoperable” by physically inspecting the weapon to ensure that the weapon is unloaded and placing some type of device on the weapon to keep it from functioning as designed (i.e. This may be accomplished using a wire-wrap tie down secured through the breach of a firearm to prevent operation/discharge). These weapons should be placed in an individual gun storage box and sealed. Some means of visibly identifying the weapon as inoperable – “SAFE” would increase safety and ensure policy compliance.
- D. No firearm held by the Department will be returned to the rightful owner with or without a court order until a criminal history check and other appropriate database checks have been completed to determine if the owner would be in violation of law to possess a firearm. No firearm should ever be returned to the owner who is prohibited from lawful possession. A note that appropriate checks were completed prior to return should be documented in the evidence management system.

X. Arkansas Statute Regarding Unclaimed Seized Property

- A.** Except as provided in subdivision (d)(2) of A.C.A. § 5-5-101 (contraband), unclaimed seized property shall be sold at public auction to be held by the chief law enforcement officer of the county, city, or town law enforcement department that seized the unclaimed seized property or the chief law enforcement officer's designee.

Disposition of unclaimed property shall be in accordance with A.C.A. § 5-5-101 (2011). The proceeds of the sale, less the cost of the sale and any storage charge incurred in preserving the unclaimed seized property, shall be paid into the general fund of the county, city, or town whose law enforcement department performed the seizure.

Unclaimed seized property that is a recreational item may be donated at no cost to a local or state department, a nonprofit organization, or an educational program designed to provide education, assistance, or recreation to children.

A "recreational item" means an item generally used for children's activities and play. "Recreational item" includes without limitation a bicycle but does not include a motor vehicle or motorcycle.

The time and place of sale of seized property shall be advertised:

For at least fourteen (14) days next before the day of sale by posting written notice at the courthouse door; and

By publication in the form of at least two (2) insertions, at least three (3) days apart, before the day of sale in a weekly or daily newspaper published or customarily distributed in the county.

Any seized property to be sold at public sale shall be offered for sale on the day for which it was advertised between 9:00 a.m. and 3:00 p.m., publicly, by auction, and for ready money.

The highest bidder shall be the purchaser.

The proceeds from any sale of seized property shall be delivered to the county, city, or town treasurer, as the case may be, to be held by him or her in a separate account for a period of three (3) months.

XI. Inspections/Audits

- A.** Inspections of the evidence/property storage areas will be conducted to ensure:

- i.** Storage areas are clean and orderly;
- ii.** Integrity of property is maintained;
- iii.** Provisions of agency orders and directives are followed;
- iv.** Property is protected from damage and deterioration;
- v.** Accountability procedures are maintained; and
- vi.** Property having no further evidentiary value is disposed of promptly.

- B.** Inventories, audits and Inspections will be conducted as follows:

- i.** Semi-annually, the primary property/evidence manager shall conduct an inspection to determine adherence to procedures used for the control of

property. This inspection shall be documented via memorandum directed to the Chief of Police.

- ii. Whenever the primary property manager is assigned and/or transferred from the property and evidence control function, an inventory of all property/evidence will be conducted to ensure that records are correct and properly annotated. This inventory will be conducted jointly by the newly designated property manager and the outgoing primary property manager or other person as designated by the Chief of Police. This inventory shall be documented via memorandum directed to the Chief of Police.
- iii. An annual inventory of property will be conducted by a commander not routinely or directly connected with property control. The commander will be accompanied by an evidence custodian. It is highly recommended that this inventory be inclusive of all property held by the department; however, it may include only a random sample of a sufficient number of property records to ensure proper accountability. This inventory shall be documented via memorandum directed to the Chief of Police or their designee.
- iv. Annual unannounced inspections and random sample inventories of property storage areas are conducted as directed by the department's Chief of Police or their designee. Unannounced inspections shall be documented via memorandum directed to the Chief of Police or their designee.

XII. Evidence Access and Security

Key access to secure evidence storage will be limited to the evidence custodian and one other commander as designated by the Chief of Police; no other person will be allowed key card (fob) or physical key access to the secure evidence storage. The designated evidence custodian is the only person allowed unescorted access within secure evidence storage. The other designated commander will only enter secure evidence storage with another department commander or supervisor in order to perform required evidence duties in the absence of the evidence custodian.

When another department member enters secure evidence storage, with the evidence custodian and or the second designated commander, their name as well as the date and time of entry and exit, will be logged and kept on file for future inspection. The evidence custodian will ensure all access logs are kept current and available for future inspection.

Take back medications (pyro med box) will only be checked and or emptied by the evidence custodian and a second commander or supervisor. The backup for checking or emptying the box, in the absence of the evidence custodian, will be the second designated commander with the assistance of another commander or supervisor. The medication will only be removed from the pyro med box when there is enough to fill and seal a cardboard storage box within the secure storage area. The box will be sealed with evidence tape, as is standard evidence practice with the initials of both officers sealing it. Under no circumstances will take back (pyro meds) be left unsecured (not sealed in a box as described) within the evidence storage section.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING A REVISED PROPERTY & EVIDENCE MANAGEMENT
POLICY, APPROVING A REVISED CHAIN OF COMMAND
STRUCTURE, AND APPROVING A STATEMENT OF CORE VALUES
FOR THE POLICE DEPARTMENT.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista hereby approves a revised property and evidence management policy, approves a revised chain of command structure, and approves a statement of core values for the Police Department. All as attached and incorporated into this Resolution as if set out word-for-word herein.

PASSED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: 2/26/2018

AGENDA ITEM: Resolution

ITEM TITLE: Westnet Station Alerting Equipment

SUBMITTED BY: Chief Stephen R. Sims

SUMMARY EXPLANATION: The fire department requests to enter into a contract with Westnet Inc via HGAC Cooperative Purchasing Contract in an amount not to exceed \$106,000.00 to purchase and install dispatching equipment and software. Upon installation, the equipment and software will allow for Internet Protocol alerting, giving us redundancy with already established radio alerting of the stations. This equipment and software will speed up the dispatch process times, station notification process, and improve firefighter comprehension through computer generated automated voice. In the future, the system and software can have the ability to be upgraded to include color coded lights and text message boards in the stations. This will allow dispatchers the ability to stay on the line with callers to provide pre-arrival instruction without interruption. Greater comprehension, situational awareness and quicker reaction times of Fire/EMS personnel will also be a benefit.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: This project is currently in the 2018 fire department budget. The staff at the fire department recommends entering into a contract to purchase dispatch equipment and software to allow for more consistent emergency alerting of the fire department stations.

ACTION REQUESTED:
Motion to adopt ☒

**WESTNET**

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610
www.FirstInAlerting.com



Quote: Bella Vista Fire Department First-In Alerting Two Dispatch Centers

To: Bella Vista Fire Department**From: Kelly McGeorge**

Bella Vista Fire Department

103 Town Center

Bella Vista, AR 72714

Summary

Total Amount:	\$105,743.33	Quote ID:	Q-04014-G3N7
Shipping Method:	Ground	Date:	12/21/2017
Payment Terms:	40% down, 50% upon delivery, 10% upon acceptance.	Effective To:	3/21/2018
Description:	<p>This quote is for the First-In Alerting Platform System which includes IP based alerting. The Standard Server will be used to host the First-In Alerting Platform software. The quote assumes that the network path between each station and the dispatch is existing and if not, the client will provision the network path and any equipment required to complete the path. This quote does not include the CAD interface cost. Pricing assumes installation will be done in one trip. If station is not ready, client agrees to pay additional charge. Client is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Quote includes the Radio Interface Controller (Lite) with 2 Keypads. Client responsible for all other integration and VPN access for Westnet.</p> <p>The client will need to provide a radio for the First-In Radio Interface Controller, and the installed radio will need an outside antenna with proper grounding. Client to supply and program any radio needed to control traffic lights, warning lights or other interfaces necessary.</p>		
Clarifying Comments:	<p>This quote includes the HGAC pricing with discount under HGAC Contract #EC07-16. Client agrees to pay additional sales tax should the sales tax rate change. This quote does not include any local business license or fees, if applicable. Quote does not include performance and payment bond fees.</p>		

Shipping Information

Ship To:**Bill To:**

Details

Product ID	Product	QTY	Price	Sub Total
FiAP-AVD	First-In Automated Voice Dispatch System	1.00	\$28,500.00	\$28,500.00
FiAP-AVD-EDT	First-In Automated Voice Dispatch Word Editor	1.00	\$3,245.00	\$3,245.00
FiAP-CLIENT-WS	First-In Alerting Workstation with Client Software	2.00	\$2,200.00	\$4,400.00
FiAP-CORE-05S	First-In Alerting Platform 5 Station Package	1.00	\$4,985.00	\$4,985.00
FiAP-CORE-SVR-SD	First-In Alerting Platform Standard Server	2.00	\$3,974.60	\$7,949.20
FiAP-MSGN	SMS and Email Messaging Software	1.00	\$4,850.00	\$4,850.00
FRIC-LT	Radio Interface Controller (Lite) with 2 Keypads	1.00	\$15,872.00	\$15,872.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$69,801.20
Quote Discount (%)	5.00 %
Install Supplies	\$0.00
Total Tax (8.5000000000 %)	\$5,636.45
Shipping and Handling	\$3,315.56
FiAP Install, Commissioning, and Testing	\$14,935.00
FiAP Training	\$2,755.00
One Year Toll Free Technical Support	\$10,470.18
Project Coordination	\$1,320.00
Special Engineering Services	\$1,000.00
Total Amount	\$105,743.33

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WESTNET INC., PURSUANT TO AN HGAC COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE AND INSTALLATION OF PHASE 2 OF FIRE STATION ALERTING EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$106,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Westnet Inc, pursuant to an HGAC cooperative purchasing agreement, for the purchase and installation of phase 2 of fire station alerting equipment, in an amount not to exceed \$106,000.00.

ADOPTED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: 02/26/2018

AGENDA ITEM: Resolution

ITEM TITLE: Authorizing the Mayor and City Clerk to enter into a contract with Braun Industries through the HGAC cooperative purchasing program in an amount not to exceed \$147,000.00 to remount a 2010 4x4 Chief XL Braun Ambulance for use by the fire department.

SUBMITTED BY: Chief Stephen R Sims

SUMMARY EXPLANATION:

This resolution is in reference to remounting a 2010 Chief XL Braun ambulance 4x4 F450 ambulance currently being utilized by the fire department through the Houston Galveston Area Council contract also known as the (HGAC Buy). It will be utilizing the current box with several new upgrades (see attached documents). They will then put a new 2018 Ford F550 cab and chassis under the box. This is a different chassis than we have used in the past. We decided to go with a heavier cab chassis for the type of box we currently use because of the conditions we drive in. This upgrade falls in line with our current replacement schedule of ambulance upgrades.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: Staff at the fire department recommends the approval of this resolution.

ACTION REQUESTED:

Motion to adopt ☒



Bella Vista Fire Department

February 8, 2018

Dear Leon Lieutard,

Thank you for reaching out to us at Braun Industries, Inc. as your next ambulance remount provider. We are pleased to provide the following proposal for your review and consideration.

Reference: 2009 Braun Chief XL Type I on a 2018 Ford F550 4x4 chassis- Remount

PROPOSAL:

Base Price with Options & Delivery	\$141,752.00
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Options- Delivery included, Lighting upgrade to LED.
Solid body construction, Liquid Springs suspension,
M9 exterior lighting. HGAC, F550 4x4

Total	\$141,752.00
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VEHICLE COMPLETION:

Current remount schedule is 120-150 calendar days from receipt of order and chassis.

TERMS: U.S. Currency Due Upon Delivery FOB: Bella Vista Fire Department

SUMMATION:

Braun Industries, Inc. has been owned and operated by the founding family for the past Forty years and is recognized as the world quality leader. At Braun, there are no short cuts or compromises in quality.

By investing in a Braun Ambulance, you will see savings in operation, downtime, and maintenance. Should you have any questions, comments, or other requests, please contact me at our Ohio Manufacturing Facility. Thank you for the opportunity to serve your department. We sincerely look forward to receiving your order.

Respectfully Submitted,

Jason Adair

Regional Sales Manager
Braun Industries, Inc.

HGACBuy		CONTRACT PRICING WORKSHEET (Unpublished Items Addendum) PAGE 1		Contract No.:	AM10-16	Date Prepared:	2/8/2018
Buying Agency:	Bella Vista Fire and EMS			Contractor:	Braun Industries, Inc.		
Contact Person:	Leon Lieutard			Prepared By:	Jason Adair		
Phone:	479-855-3771			Phone:	419-203-8639		
Fax:	479-855-0043			Fax:	419-232-7070		
Email:	Llieutard@bellavistaar.gov			Email:	Jasona@braunambulances.com		
Product Code:	BE16	Description:	Remount on chassis- Chief/Chief XL Ford F450 Diesel chassis type 1				
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Map Storage, Cab back wall		80					
Aluminum Wheels- included with chassis		1,008					
Chassis special option- chrome bug shield		266					
Switch, Hidden unlock switch		64					
Siren, Whelen 295-HFSA7-Remote w/microphone		330					
Receptacle shoreline Inlet rework		226					
Lights, Front Grille- (2) LED, New		118					
Lights, Intersection Front- Whelen LED, New		132					
Upgrade to F550 4x4 chassis		1,870					
Change out door slides on each door of OSS#4		228					
Paint and Graphics - Bella Vista graphics and paint package		3,664					
		\$7,986.0					
Total of this sheet:					\$7,986.0		

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

AM10-16

Date
Prepared:

2/8/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Bella Vista Fire and EMS	Contractor:	Braun Industries, Inc
Contact Person:	Leon Lieutard	Prepared By:	Jason Adair
Phone:	479-855-3771	Phone:	419-203-8639
Fax:	479-855-0043	Fax:	419-232-7070
Email:	llieutard@bellavistaar.gov	Email:	jasona@braunambulances.com

Product Code:	BE16	Description:	Remount on chassis- Chief/Chief XL Ford F450 Diesel chassis type 1
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 105,923

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
05-R1-0201 Upgrade from Value pkg to Select Pkg	10,671.00	30-R3-3011 Lights, side module warning- whelen 900 Super LI	945
01-R1-0006 Sharps/Waste products	550	30-R4-3201 Lights, rear tail-whelen 600 LED stop,turn halogen	689
06-R1-0115 Floor console, Aluminum angled front w/removabl	941	30-R5-0151 Lights, side module scene- whelen 900 24 diode le	2,275
20-R8-0105 Suspension- Liquid Springs	12,054	30-R5-2001 Lights intersect Rear- whelen LED-Red w/clear len	444
20-R1-0001 Module upgrade, Wheel well location	4,400	40-R1-0020 Mud Flaps, Rear-black rubber, NEW	181
30-R1-0701 Interior flourecent lighting upgrade to LED(5)NEW	1,317	40-R2-0305 Rub rails, New includes mounting hardware IPOE,	633
30-R1-0801 Camera Rear View, Hanscom IATS-New	495	50-R9-9106 Net, squad bench-curb side interior Red IPOE, New	237
30-R3-0201 :Lights, running board-whelen Mini-Led(1)each side	482	30-R1-0362 Receptacle shoreline inlet, Kussmaul 20 amp auto-e	384
30-R3-1742 Howler-Siren & Speaker system, Transfer	636		
30-R3-1150 Lighting module front wall- upgrade to 900 series	2,424		
30-R4-3001 Lighting module rear wall- upgrade whelen LED 9	2,125	Subtotal From Additional Sheet(s):	
30-R4-3052 Lights, rear window level- 2 whelen 900 series r	473	Subtotal B:	42356

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Lighting Module Front upgrade to M9 lights and rework to acco	1,488	Lights rear window level upgrade to M9	231
Lighting Rear Module upgrade to M9 lights and rework to acco	1,150	Subtotal From Additional Sheet(s):	7986
Lights rear tail - Whelen M9 LED stop, tail, turn	1,408	Subtotal C:	12263

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	160542	=	Subtotal D:	160542
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery to Bella Vista, AR	-3,300	Customer Loyalty Incentive	-9500
Ford FIN Rebate	-4,300	Customer Inspection	-2690
		Subtotal F:	-19790

Delivery Date:

G. Total Purchase Price (D+E+F):

141752

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BRAUN INDUSTRIES, INC., PURSUANT TO AN HGAC COOPERATIVE PURCHASING AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$145,000.00, FOR THE PURCHASE OF A NEW 2018 FORD F550 CHASSIS AND REMOUNT FOR AN EXISTING 2009 BRAUN CHIEF XL TYPE I AMBLANCE FOR USE BY THE FIRE DEPARTMENT, AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Braun Industries, Inc., pursuant to an HGAC cooperative purchasing agreement, in an amount not to exceed \$145,000.00, for the purchase of a new Ford F550 chassis and remount for an existing 2009 Braun Chief XL Type I ambulance for use by the Fire Department.

PASSED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

ATTEST:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney